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

AGENDA
CITY OF CONDON
REGULAR MEETING
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON
Wednesday, November 6, 2019, 7:00 PM

1. **CALL REGULAR MEETING TO ORDER**
2. **ROLL CALL**
3. **ADDITIONS TO AGENDA**
4. **PUBLIC COMMENT**
    - 4.1. **The Council will hear discussion 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 October 2, 2019 Regular Council meeting minutes**
    - 5.2. **Review and approve the October 15, 2019 Special Meeting Minutes**
    - 5.3. **Review the Accounts Payable - October 10, 2019**
    - 5.4. **Review the October 18, 2019 Accounts Payable**
    - 5.5. **E-Check for Portable Stage & VISA Statements**
6. **OLD BUSINESS**
    - 6.1. **Approve Resolution 2020-03 - City of Condon General Fee Resolution**
    - 6.2. **Discuss Franchise Agreements - Home Telephone and Columbia Basin Electric Cooperative**
    - 6.3. **PERS Incentive Fund Update**
    - 6.4. **Fiber Council Update**
7. **NEW BUSINESS**
    - 7.1. **First Reading of 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 Opportunities analysis (EOA), and the Executive Summary are Hereby Adopted as a Support Document to the Comprehensive Plan**
8. **STAFF REPORTS**
    - 8.1. **Public Works - Public Works Superintendent Gibb Wilkins**
    - 8.2. **Police - Gilliam County Sheriff Gary Bettencourt**
    - 8.3. **Administration - City Administrator Kathryn Greiner**
9. **COUNCIL INFORMATION**

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PO Box 445
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9.1. ODOT Special City Allotment Grant Award Letter

10. NEXT REGULAR MEETING DATE

10.1. Next Regular Condon City Council meeting is Wednesday, December 4, 2019, 7 p.m. Condon City Hall.

11. ADJOURN REGULAR MEETING

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

Agenda prepared and distributed October 31, 2019

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

City of Condon
Regular Council Meeting Minutes
Wednesday, October 2, 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 and Donald Jamieson; City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins; Gilliam County Sheriff Gary Bettencourt;

Absent: Councilors Tom Fatland and Brian Barnett

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.

None.

5. CONSENT AGENDA

5.1. Review & Approve the September 4, 2019 Council Meeting Minutes

A motion was made by Councilor Stinchfield to approve the September 4, 2019 regular city council meeting minutes with correction of a typo. The motion was seconded by Councilor Parm and approved unanimously.

5.2. Review the Accounts Payable - September 10, 2019

No questions were asked about the accounts payable.

5.3. Review VISA Statements

No questions were asked about the VISA statement

6. OLD BUSINESS

CITY of CONDON

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6.1. Economic Opportunity Analysis Grant Information

CA Greiner explained that the Economic Opportunity Analysis (EOA) Grant requires the city to update its Goal 9 - economic development in their Comprehensive Plan. The approval is a requirement of the grant and must go before the city's Planning Commission October 15 meeting before the ordinance can be approved by council. This was tabled until the November meeting.

6.2. Fiber Project IGA/Update - First Reading of Ordinance 2020-02 - An Ordinance to Approve Fiber Council Intergovernmental Agreement

CA Greiner noted that an ordinance has to be passed to approve the Intergovernmental Agreement (IGA) that will form the Fiber Council. Both the ordinance and IGA were distributed to the council in their packets. City attorney Wyatt Baum, on the telephone, was available to answer questions. The ordinance does not qualify as an emergency and will have to have two readings. CA Greiner noted that Gilliam County approved the first reading of their ordinance to approve the IGA earlier in the day.

CA Greiner noted that a concern of Councilor Fatland was that the IGA did not clearly spell out that if bylaws of the Fiber Council were drawn up that the city council had the authority to approve the changes. Councilor Stinchfield asked Baum if bylaws were going to be required for this new entity. Baum stated that bylaws were not necessarily needed unless the entity expanded from it's original organization. The IGA may not be changed without the governing bodies approval.

A motion was made by Councilor Jamieson to have the first reading by title only for Ordinance 2020-02. The motion was seconded by Councilor Stinchfield - Roll call - Yes Councilor Parm, Cronk, Stinchfield and Jamieson with the motion approved.

CA Greiner read the ordinance by title only - Ordinance 2020-02 - An Ordinance of the City of Condon Ratifying the Creation of the Fiber Council in Accordance with ORS 190.085.

A motion was made by Councilor Jamieson to approve the first reading by title only of Ordinance 2020-02. The motion was seconded by Councilor Parm. Roll Call Yays - Councilor Parm, Cronk, Stinchfield and Jamieson. Motion approved.

CA Greiner stated that a special meeting will need to be held for the second and final reading of the ordinance and suggested it be the same day as the Planning Commission meeting Tuesday, October 15. It was agreed that it would that would be the date at set the time at 5 p.m.

6.3. Ward Street Shop Lease with Gilliam County

Councilors received the final draft of the Ward Street shop lease between the city and Gilliam County. Baum stated that the city pushed back on some of the payback of the construction costs in the lease with no repayment of the county's construction costs after 5 years. He added that it protects both parties. CA Greiner noted that the county will take possession of the shop October 10, giving the city time to clean it out, and start rental payments January 1, 2020.

A motion was made by Councilor Stinchfield to approve the agreement with Gilliam County for the Ward Street shop. The motion was seconded by Councilor Cronk and approved unanimously.

Baum left the meeting after this discussion.

7. NEW BUSINESS

128 S Main St.
PO Box 445
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7.1. Census Presentation - Marc Czornij, Partnership Specialist

Marc Czornij, Partnership Specialist with the United State Census Bureau, presented to the council the timelines of the 2020 census. He noted that this is the first time that the census responses will be made available via the internet, and that notices will be mailed out early in 2020 and self-response begins March 12, 2020. Census information is used for US Congress House of Representative boundaries and many federal funding programs such as SNAP, Head Start. Oregon received approximately $13.5 billionin the 2015-16 fiscal year for federal grants and programs. Czornij's area covers Clatsop, Columbia, Hood River, Wasco, Sherman, Gilliam and Morrow counties.

Czornij stated that he is working with local communities to obtain the most accurate census information through cities, chambers and libraries. Since the census data cannot go to a post office box, census workers will be dispatched to go to physical addresses to gather the information. Czornij mentioned that they were looking to hire for the census next spring for ground work.

7.2. Discuss & Approve Resolution 2020-03 - City of Condon General Fee Resolution

CA Greiner presented a new fee schedule and noted that a majority of the items have been increased. She noted that the water rates, other than bulk water has remained the same, but sewer rates were raised by $1 a month. PW Wilkins stated that the connection charges for the larger water services were based on actual cost of materials and they have risen considerably. CA Greiner stated that most of the planning fees and rentals fees have increased and she wants to have at least one month where the public has an opportunity to view the schedule prior to adoption. Councilor Jamieson requested that the dates of the change be put on the form as done previously so they can see what it was prior to these changes. CA Greiner will put the dates on the forms and send it out for the councilors within the next week

7.3. Swimming Pool Lease with Condon School District 25J

CA Greiner stated that this is the same one-year agreement as previously approved between the city and Condon School District for operation of the swimming pool.

A motion was made by Councilor Jamieson to approve the swimming pool lease with Condon School District 25J. The motion was seconded by Councilor Cronk and approved unanimously.

7.4. Audit Contract Extension 2020-2022

The council received an audit contract for the audits of 2020-2022 from current city auditors Accuity LLC CPAs. CA Greiner stated that she is happy with the audit service.

A motion was made by Councilor Stinchfield to approve the extension of the audit contract with Accuity LLC CPAs. The motion was seconded by Councilor Parm and approved unanimously.

7.5. Discuss Franchise Agreements - Columbia Basin Electric Cooperative & Home Telephone Company

CA Greiner distributed the current franchise agreements with Columbia Basin Electric Cooperative and Home Telephone and asked if the council wanted to change the fee of 4% and lenghth of contracts. The CBEC agreement was 20 years and Home Telephone was for five years. CBEC General Manager Tommy Wolff said that the franchise fee was originally a public fee for public safety, was okay with a 10 year contract. Wolff noted that other areas raised the franchise fee to use as a revenue stream. He had given CA Greiner a copy of a new agreement which was not available to the council, nor had CA Greiner had time to review it.

Councilors agreed to keep the franchise fee of 4% per gross revenues and have CA Greiner bring back "clean copies" of the agreements to the November meeting.

CITY of CONDON

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7.6. ** PERS Employer Incentive Fund Discussion

CA Greiner stated that she had recently received information on a program with PERS to bring down the city's PERS rate. The PERS Employer Incentive Fund (EIF) is for employers to deposit funds in a side account to bring their PERS rate down. The deposit has a minimum of $25,000 ($6,250 match) and the funds for the state match come from General Fund money set aside in the last legislative session and a portion of the gaming revenue in the Oregon Lottery. The match funds may not be removed after deposited.

Included in the councilors information was an email from PERS stating clarifying the match program, but also stating that the city would be required to pay their "transitional liability"(TL) before being able to participate in the match program. The city's TL is approximately $190,000 and would take 12.05% off of the monthly 36.56% Tier 1/2 and 32.26% OPSRP rate. She anticipates that the savings would pay for themselves in 10 years and it may free up the cost to hire another employee for Public Works in the next year.

The payment would require a supplemental budget and with this program under the PERS line item. She said that she wants to do more research on this, but it may be a good option to pay off the TL and put a small amount in the side fund to bring down the PERS rates. CA Greiner did say that there is still the possibility that PERS will still have issues and high PERS rates, but asked the council to give her approval to apply for the program and investigate it more. Councilor Stinchfield asked what is the TL and how did the city come to owe that much money. CA Greiner said that she was unsure of what the TL represented and would look into it. It was the consensus of the council to have CA Greiner apply for the program and bring back from information to the November meeting.

8. STAFF REPORTS

8.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins said that 5 million gallons of drinking water were pumped in September and they are transitioning into the winter pumping schedule. The crew is putting in a line on Court Street from East to Washington streets in hopes that the ODOT grant for paving in that area will be awarded in December. He has completed the reclaimed wastewater permit and that the new public works pickup is in Portland getting the box on it and should arrive in November.

8.2. Police - Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt reported that five of the six cars on A Street were removed with one remaining that is not a concern at this time. He sent a letter to Keith Shaw regarding the vehicles on is property on Cottonwood Road and with no response with work with city attorney Baum on the abatement. The Sheriff's office has 11 applicants for two open positions with interviews to be held October 16. Sheriff Bettencourt stated that he gave information on a new law to lower the speed limit in cities by 5 miles per hour to CA Greiner to lower it on Walnut/Highway 206 coming in from Wasco. He is working with PW Wilkins on seeing what changes may be made with this new law and it being a state highway.

8.3. Administration - City Administrator Kathryn Greiner

CA Greiner reminded the councilors of the webworks meeting at the Memorial Hall the next evening, Planning Commission and special council meeting October 15 and that the special project grant $5,000 grant money to purchase a portable stage has been received. She will order the stage in the next week. The audit field work was completed and the auditors are suggesting that one of the councilors review the bank statements and reconciliations for segregation of duties. She said that she was to schedule a Park & Recreation committee meeting and due to hiring a new employee she hopes to have it in mid-October. She also anticipates the first Housing Committee meeting in November. Jessica Isley was hired as utility billing clerk and is starting tomorrow.

9. COUNCIL INFORMATION

10. NEXT REGULAR MEETING DATE

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

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

11. ADJOURN REGULAR MEETING

The meeting was adjourned at 8:06 p.m.

________________________________Date ________
Jim Hassing, Mayor

ATTEST: ________________________________ Date ______________
Kathryn Greiner City Administrator

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

City of Condon
Special Council Meeting Minutes
Tuesday, October 15, 2019
5:00 PM

1. CALL SPECIAL MEETING TO ORDER

Mayor Jim Hassing called the special meeting of the Condon City Council to order at 5:01 p.m.

2. ROLL CALL

Present: Mayor Jim Hassing; Councilors - Tom Fatland, Jan Stinchfield, Dawn Parm, Mike Cronk; Staff - City Administrator Kathryn Greiner

Absent: Councilors - Brian Barnett & Donald Jamieson

3. SECOND READING OF ORDINANCE 2020-02 - AN ORDINANCE OF THE CITY OF CONDON RATIFYING THE CREATION OF THE FIBER COUNCIL IN ACCORDANCE WITH ORS 190.085

3.1. Ordinance 2020-02 & Intergovernmental Agreement

Councilor Fatland wanted to reiterate in that the Intergovernmental Agreement (IGA) did not address that if bylaws were changed that they would not come back to the Council for approval. Councilor Stinchfield stated that it was discussed at the meeting when the first reading of the ordinance was held and it was determined that there may not be a need for bylaws, but if there is then as the Fiber Council representative she would have that included in them. Councilor Fatland said that he did not want to hold the process up but wanted to make sure it was on the record.

A motion was made by Councilor Fatland to have the second and final reading of Ordinance 2020-02 by title only. The motion was seconded by Councilor Cronk. Roll Call - Councilors Yes - Fatland, Stinchfield, Parm and Cronk. No votes - None. Motion passed.

CA Greiner read Ordinance title - Ordinance No. 2020-02 - An Ordinance of the City of Condon Ratifying the Creation of the Fiber Council in Accordance with ORS 190.085.

A motion was made by Councilor Fatland to approve the second and final reading of Ordinance No. 2020-02 by title only. The motion was seconded by Councilor Parm. Roll Call vote - Councilors Yes - Fatland, Stinchfield, Parm and Cronk. No votes - none - Motion Passed.

4. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 5:04 p.m.

________________________________Date ________
Jim Hassing, Mayor

ATTEST: ________________________________ Date ______________
Kathryn Greiner City Administrator

intuit quickbooks.

Payment receipt

You paid $7,899.99

to THE STAGE DEPOT .....\"America's Portable Staging Authority\" on 10/7/2019

Invoice no.	7971XXXXXXX
Invoice total	$7,899.99
Amount paid	$7,899.99
Balance due	$0.00
Payment method	******3673
Transaction ID	ANMC7KKL

MC. 10-10-19

THE STAGE DEPOT .....\"America's Portable Staging Authority\"

orders@thestagedepot.com

The Stage Depot

27702 Crown Valley Pkwy
Suite D-4 # 174
Ladera Ranch, CA 92694
877-884-3426
www.thestagedepot.com

America's Portable Staging Authority

Invoice

Date	Invoice #
10/7/2019	7971XXXXXXX

Bill To

City of Condon
PO Box 445
Condon, OR 97823-0445
Kathryn Greiner 541-384-2711
administration@cityofcondon.com

Ship To

City of Condon
128 S. Main Street
Condon, OR 97823
Kathryn Greiner
541-384-2711

S.O. No.	P.O. No.	Terms	Project
7971XXXXXXX			

Item	Description	Ordered	Invoiced	U/M	Rate	Amount
	12' x 24' x 8" Easy-Lite Stage System (18 pcs of 4x4 platforms w/ 8" High Risers)-Tuff Coat					
ISTAGE12248T	8" HIGH COMPLETE STAGE SYSTEM (18 PCS. OF 8" MATCHING RISERS)	1	1	ea	7,514.99	7,514.99T
ISCART	Platform & Riser Cart - Transports up to 10 Platforms and 10 Risers - Fits through Standard Doors	2	2	ea	604.99	1,209.98T
DISCOUNT	Discount For Government	1			-824.98	-824.98

Subtotal	$7,899.99
Sales Tax (0.0%)	$0.00
Total	$7,899.99
Payments/Credits	$0.00
Balance Due	$7,899.99

Please inspect shipment for any damage or shortage. If you notice any damage or shortage at delivery sign for it as damaged or short and call us immediately to report it. 877-884-3426. Please notice all sales are final and can not be returned once signed for at delivery.

Voted # 1 in Customer Service!

The Stage Depot

America's Portable Staging Authority
orders@thestagedepot.com

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 2
Account Number: #### #### #### 8577

VISA

SEP 30 2019

Account Summary

Billing Cycle		**09/22/19**
Days In Billing Cycle		**31**
Previous Balance		$669.84
Purchases	+	1,429.73
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$669.84
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$1,429.73**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$8,570.00
Available Cash	$0.00
Amount Over Credit Line	$0.00
Amount Past Due	**$0.00**
Disputed Amount	$0.00

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	**$1,429.73**
MINIMUM PAYMENT	**$1429.73**
PAYMENT DUE DATE	**10/16/19**

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.*

A10 399.99
5510 1029.74

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
08/23/19	08/25/19	5099	24692169235100247021398	IN *AQUAFIX, INC. 888-7579577 WI	$1,029.74 5510
08/25/19	08/27/19	5943	24164079238105006067471	STAPLES 00110486 Admin Comp THE DALLES OR	$399.99 A10
09/10/19	09/11/19	6010	1 9254121073000330	PAYMENT - THANK YOU	$669.84 -

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

Account Number
8577

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

AMOUNT OF PAYMENT ENCLOSED

$.

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
09/22/19	$1,429.73	$1429.73	10/16/19

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

1137

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00142973 00142973 2

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 2

Account Number: #### #### #### 8577
Closing Date: 09/22/19
Credit Limit: $10,000.00 Available Credit: $8,570.00

VISA

1137

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)[2]	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	$ 0.00	1.3200%	15.84%	$ 0.00	
CASH	F	$ 0.00	1.3200%	15.84%	$ 0.00	
FEES/**INTEREST CHARGE**					$ 0.00	
TOTAL				0.00%	$ 0.00	$ 1,429.73

[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.

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1
Account Number: #### #### #### 6910

VISA

St 231 404.64
G150 19.99
A40

Account Summary

Billing Cycle		09/22/19
Days In Billing Cycle		31
Previous Balance		$343.00
Purchases	+	1,034.21
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$343.00
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$1,034.21**

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	$1,034.21
MINIMUM PAYMENT	$1034.21
PAYMENT DUE DATE	10/16/19

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$8,965.00
Available Cash	$0.00
Amount Over Credit Line	$0.00
Amount Past Due	**$0.00**
Disputed Amount	$0.00

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.

002-400-6000 151.21 W260 59.98
A40 338.39 S310 59.98
St 231 404.66
G150 19.99
1034.21

Important Information About Your Account

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Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/25/19	08/25/19	5942	24431069237083326553992	AMAZON.COM*MO4X560S1 AMZN AMZN.COM/BILL WA MH	$97.73
08/28/19	08/29/19	5942	24692169240100181279849	AMZN Mktp US*MO14J95T1 Amzn.com/bill WA MH	$53.48
09/03/19	09/04/19	5399	24055229246083715223672	SMARTSIGN 718-797-1900 NY	$280.70 ST231
09/10/19	09/11/19	6010	1 9254121073000320	PAYMENT - THANK YOU	$343.00 -
09/13/19	09/15/19	5942	24692169256100978068729	AMZN Mktp US*RW5GI9T53 Amzn.com/bill WA	$229.80 A40

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

Account Number
6910

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

AMOUNT OF PAYMENT ENCLOSED

$.

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
09/22/19	$1,034.21	$1034.21	10/16/19

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

1071

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 6910 00103421 00103421 1

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1

VISA

Account Number: #### #### #### 6910
Closing Date: 09/22/19
Credit Limit: $10,000.00 Available Credit: $8,965.00

1071

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
09/15/19	09/16/19	5942	24431069258083750471640	AMZN MKTP US*RT7OE3PQ3 AM AMZN.COM/BILL WA	$143.95
09/16/19	09/17/19	5942	24692169259100686838287	AMZN Mktp US*4B5HG9ZW3 Amzn.com/bill WA	$108.59
09/19/19	09/20/19	5942	24692169262100683482316	AMZN Mktp US*BY9U23DT3 Amzn.com/bill WA	$119.96

123.94
ST 231
G150 19.94
A40
W260
S310
59.98
59.98

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)[2]	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	$ 0.00	1.3200%	15.84%	$ 0.00	
CASH	F	$ 0.00	1.3200%	15.84%	$ 0.00	
FEES/**INTEREST CHARGE**					$ 0.00	
TOTAL				0.00%	$ 0.00	$ 1,034.21

[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.

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

CITY OF CONDON
AN AGREEMENT GRANTING A FRANCIDSE TO HOME TELEPHONE COMPANY, 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 AVENUES, 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 Home Telephone Company, 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, it successors and assigns, the said City shall cause the repairs to be made at the expense of the Grantee, it 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 sewering, 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, HOME TELEPHONE COMPANY, 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 Home Telephone Company, its successors an 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.

Comment [KG1]: This seems unreasonable that it is to be paid by the first of every month. We usually get our franchise fees by the 15th of the month, but no where near the 1st of the month.

Comment [KG2]: I don't think we need this portion of the agreement any more, do we?

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 _______________ day of ________ ________________________, 2019.

APPROVED by the Mayor the ______________ day of ______________________________, 2019.

____
Mayor

ATTEST:

____ ________________________
City Administrator Date

Accepted by the Home Telephone Company this _________ day of ______________________________ ________, 2019.

HOME TELEPHONE COMPANY

____ ________________________
Signature Date

____
Printed Name and Title

AN AGREEMENT GRANTING TO COLUMBIA BASIN ELECTRIC COOPERATIVE AND ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TEN (10) 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 SUPPL YING 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 Ten (10) 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 rights of way 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 telecommunications services or internet access services for municipal or other uses. Notwithstanding the foregoing in this subsection, the City shall grant similarly situated franchise for telecommunications and internet access services in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded to Grantee. Any requirement imposed in this agreement that is determined by a court to not be in compliance with this subparagraph shall be unenforceable against Grantee to the extent exceeding the terms and conditions upon similarly situated providers.

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.

Comment [KG1]: Want to have a maximum of 10 years

Comment [WB2]: I do not have an issue with CBEC's proposed changes to this section as set out in the other document you sent me. They added "install" which shouldn't be an issue and "rights of way" is really the more general term for the other areas listed.

Comment [KG3]: CBEC addition

Comment [KG4]: CBEC's addition

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 15th day of each month. The franchise fee shall be computed upon the gross operating revenue accruing during the previous month.

Comment [WB5]: Did you want to change this to 15th like Home Telephone?

Comment [KG6]: yes

Section 10. **Annexation**.

a. **Extension of City Limits**. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Grantee located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.
b. **Annexation**. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Grantee: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to: [enter addresses]. Additional or increased fees or taxes, other than ad valorem taxes, imposed on Grantee as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided

notice is given to Grantee in accordance with ORS 222.005, as amended from time to time.

Section 11. **Relocation of Facilities**

a. The City reserves the right to require Grantee to relocate overhead Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Grantee shall promptly commence the overhead relocation of its Facilities. Before requiring a relocation of Facilities, the City shall, with the assistance and consent of Grantee, identify a reasonable alignment for the relocated Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Grantee to obtain reimbursement. In cases of capital improvement projects undertaken by the City, Grantee shall convert existing overhead distribution facilities to underground, so long as Grantee is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.
b. Grantee shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer. For example, Grantee shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay Grantee for such relocation costs as part of its approval procedures.

Section 12. Insurance.

a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:
   i. Workers' Compensation Statutory Limits

b. Commercial General Liability
   i. \$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate

c. Auto Liability including coverage on all owned, non-owned hired autos
   i. \$1,000,000 per occurrence C.S.L.

d. Umbrella Liability
   i. \$1,000,000 per occurrence C.S.L. B.

e. The City shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

f. The Grantee shall furnish the City with current certificates of insurance evidencing such coverage upon request.

Section 13. Inspection. Reports Required. The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the City upon request.

a. **Records Required.** The Grantee shall at all times maintain:
   i. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
   i. A full and complete set of plans, records and strand maps showing the location of the Cable System.

b. **Inspection of Records**. Grantee shall permit any duly authorized representative of the City, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably 10 necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the City. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Service complaints, shall be kept for (1) year, as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the City aware of such confidentiality. If the City believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

2. **Section 14. Notice of Violation**. If the City believes that the Grantee has not complied with the terms of the Franchise, the City shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the City shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").
   a. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to cure such default. If, by the

nature of default, such default cannot be cured within the thirty (30) day period, Grantee shall initiate reasonable steps within the thirty (30) day period to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

b. Enforcement. Subject to applicable federal and State law, in the event the City determines that the Grantee is in default of any provision of the Franchise, the City may:
    i. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
    ii. Commence an action at law for monetary damages or seek other equitable relief; or
    iii. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection C below. _______

c. Revocation. A. Prior to revocation or termination of the Franchise, the City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the City has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise, notice of which shall be published by City in a newspaper of general circulation within the City.
    i. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
    ii. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
    iii. Upon revocation of the Franchise, Grantee may remove the facilities from the Streets of the City or abandon the facilities in place.

Section 15. 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 ______________ day of _______________ ________2019.

Signed in authentication by the Mayor this _______________ day of _______________________ ________, 2019.

____
Mayor

ATTEST:

____
City Recorder

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:

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			
	All T1/T2 Payroll	General Service	Police & Fire	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

	Current PERS Rate	Transitional Liability	New w/TL Paid	2017 Payroll	PERS Current	PERS New	Difference
OPSRP	32.26%	12.05	20.21	88,742.00	28,628.17	17,934.76	10,693.41
Tier 1/2	36.56%	12.05	24.51	111,851.00	40,892.73	27,414.68	13,478.05
							24,171.46

PERS Rates are set as the 2019-21 rates

	2018	PERS - Current	PERS - New	Difference
O	65,637.26	21,174.58	13,265.29	7,909.29
T	109,762.45	40,129.15	26,902.78	13,226.38
				21,135.67

	2019 Est	PERS - Current	PERS - New	Difference
O	55000	17,743.00	11,115.50	6,627.50
T	113720	41,576.03	27,872.77	13,703.26
				20,330.76

	2020 Est.	PERS - Current	PERS - New	Difference
O	148000	47,744.80	29,910.80	17,834.00
T	117125	42,820.90	28,707.34	14,113.56
				31,947.56

The Transitional Liability(TL)payoff would result in immediate 12.05% reduction in PERS monthly percentage. It is estimated that the TL will be approximately $190,000. Based on this calculation the TL will be paid off in approximately 9 years. This will allow the City of Condon to hire another PW employee with savings each year.

Transitional liability is the amount of unfunded acturial liability that the city incurred when the city joined State & Local Government Rate Pool

DARK FIBER USE AGREEMENT

This Dark Fiber Use Agreement ("Agreement") is by and between the City of Condon, Oregon, an Oregon municipal corporation ("City"); the Fiber Council, an intergovernmental organization formed under ORS 190.010 ("Fiber Council"); and ____________[Customer Name], a(n) ____________[state of incorporation] ___________[type of entity] ("Customer"). This Agreement is effective as of the date that an authorized representative for each Party has signed below ("Effective Date").

City of Condon	[Customer Name]
By: ______________________________	By: ________________________
Name: Jim Hassing Title: Mayor Date: _____________	Name: Title: Date:
Notice Address: 128 S. Main Street P.O. Box 445 Condon, Oregon 97823-0445 cityofcondon@jncable.com	Notice Address:

WHEREAS, City has entered into an indefeasible right of use agreement with Inland Development Corp. to use certain fibers in a fiber optic facilities network in the area of Condon, Oregon including the service territory that Customer serves its members, along a route generally outlined in the schematic drawings marked **Exhibit** ___, attached, and by this reference incorporated herein; and

WHEREAS, City desires to allow customer to use of [number] fiber strand pairs (each pair comprising two individual fibers), and Customer desires to license the use of said pairs, consistent with the terms and conditions set forth below;

WHEREAS, City has entered into an Intergovernmental Agreement with Gilliam County establishing the Fiber Council;

WHEREAS, Fiber Council, pursuant to an agreement with the City and Gilliam County will manage the licensing, use, and maintenance of the fiber to which the City has acquire an indefeasible right of use;

NOW, THEREFORE, in consideration of the mutual covenants expressed in this agreement, the Parties agree as follows:

1. Definitions

For purposes of this Agreement, in addition to the terms defined above, the following terms have the following definitions:

"**Dark Fiber**" means the dark fiber pairs (and individual strands in each pair) identified in **Exhibit 1**.

"**End Points**" means the termination points at each end of the Dark Fiber, as identified in **Exhibit 1**.

"**Fiber Owner"** means Inland Development Corporation, a non-profit corporation organized under the laws of Oregon.

"**Fiber Acceptance Date**" means the date that the Customer accepts the Dark Fiber under the terms of Section 4, below.

"**Fiber Delivery Date**" means the date specified in the **Exhibit 1** by which date City provide the Dark Fiber to Customer.

"**Fiber Infrastructure**" means the non-fiber infrastructure containing the Dark Fiber, including without limitation conduit and vaults;

"Monthly Recurring Charge" or **"MRC"** means the monthly recurring charge that is set forth in **Exhibit 1**;

"Non-Recurring Charge" or **"NRC"** means the non-recurring charge, if any, that is set forth in **Exhibit 1**;

"**Other Governmental Authority"** means any federal, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, but expressly excluding City; or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing.

"**Personnel**" means, with respect to a Party, that Party's employees and agents.

"**Specifications**" means all descriptions and specifications for the Dark Fiber set forth in **Exhibit 1**.

"**Underlying Rights**" includes all rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals--including rights under the City's underlying agreements with the Fiber Owner—that are reasonably necessary for City and Fiber Council to provide the Dark Fiber and perform its other obligations in accordance with this Agreement.

2. Scope of Grants

2.1 General. Subject to the terms and conditions of this Agreement, City grants to Customer, for the term specified herein: (1) an exclusive license to use the Dark Fiber, (2) a non-exclusive license to use the Fiber Infrastructure, to the extent that the City's agreement with the Fiber Owner allows the City to grant such rights. For the avoidance of doubt, the license to use the Dark Fiber is revocable consistent with the terms of this Agreement, and City grants no other right or interest in any fibers or equipment (including but not limited to, any property right, leasehold interest, indefeasible right of use, or title), whether in law or equity.

2.2 Operation and Maintenance of Dark Fiber. During the Term of this Agreement and any extensions, the Dark Fiber shall be maintained by City and/or Fiber Council in accordance with the provisions of City's agreements with Fiber Owner, as the grantor of the Underlying Rights. Customer acknowledges and agrees that its use of the Dark Fiber is conditioned on Customer's continuing adherence to all applicable operational requirements of City's agreement with the Fiber Owner.

3. Maintenance of Underlying Rights. City agrees to make best efforts to: (i) comply with its obligations to Fiber Owner at City's cost, and (ii) maintain all Underlying Rights necessary for Customer's use of the Dark Fiber under in this Agreement. If City is unable to resolve any issue with Fiber Owner that prevents Customer's exercise of its rights under this Agreement, then Customer may: (i) after providing City with 30-days prior written notice, attempt to resolve the issue directly with the Fiber Owner of such Underlying Rights; or (ii) terminate this Agreement pursuant to Section 7.3.

4. Installation and Delivery; Acceptance

4.1 Installation and Delivery. City will make commercially reasonable efforts to make the Dark Fiber available to Customer on or before the Fiber Delivery Date.

4.2 Acceptance Process. Upon making available the Dark Fiber, City and/or Fiber Council will notify Customer that the Dark Fiber are ready for acceptance testing ("Completion Notice"). Within twenty (20) business days of receipt of a Completion Notice, Customer shall provide the Fiber Council with a written notice accepting or rejecting the Dark Fiber. Customer shall have the right to independently test the Dark Fiber during the twenty (20) business day period; provided that City, Fiber Council, and the Fiber Owner shall each have the right to be present at any such independent testing. Following the opportunity for testing, Customer shall either:

1) Send a written acceptance notice to the Fiber Council, accepting the Dark Fiber; or

2) If the Dark Fiber fails to conform to the Specifications in **Exhibit 1**, Customer must (i) provide a written rejection notice to the Fiber Council setting forth the failure(s) to conform in reasonable detail.

In the event of a rejection notice, Fiber Council and City will work with the Fiber Owner to promptly correct the deficiency, issue a new Completion Notice, and the acceptance process described in this paragraph will recommence. If no rejection notice is delivered to Fiber Council within 20 days of a Completion Notice, then the lack of such a rejection notice shall be deemed an acceptance of the Dark Fiber as of the date 20 days following the Completion Notice.

4.3 Exclusions. If City and Fiber Council fail to provide the Dark Fiber by the Fiber Delivery Date specified in **Exhibit __**, Customer shall be entitled to a reduction equal to 3% of the percentage of the MRC for each day that passes beyond the Fiber Delivery Date. Notwithstanding the foregoing, any failure to provide the Dark Fiber by the Fiber Delivery Date shall be excused to the extent that the failure is caused by the following (each, an "Exclusion"):

(1) The Fiber Owner's failure to perform any of its obligations under the City's agreement with the Fiber Owner;

(2) Customer's failure to perform any of its obligations under this Agreement;

(3) Any denial of access by Customer; or

(4) a Force Majeure Event, provided that City and/or Fiber Council comply with the notice obligations under Section 12.1.

5. Customer Access, Inspections, Relocation

5.1 General. Subject to the limitations and requirements of the Underlying Rights, Customer will have access to the Customer Fiber End Points 24 hours a day, 7 days a week.

5.2 Inspections. City will have the right, twice per calendar year, upon not less than 24 hours prior written notice to Customer and the Fiber Owner, to access the End Points to perform periodic inspections to ensure compliance with this Agreement. The Parties agree that such inspections shall be done in cooperation with the Fiber Owner, and acknowledge that the Fiber Owner requires at least 24 hours prior written notice of such inspections under the City's agreement with the Fiber Owner.

5.3 Relocation for Failure To Maintain Rights. If, after the Effective Date, City is required by the provider of any Underlying Right or Other Governmental Authority (either a "Relocating Authority") to relocate the Dark Fiber or any portion thereof, City or Fiber Council may either (1) proceed with such required relocation using commercially reasonable efforts to minimize all negative impacts to Customer or (2) pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. City or Fiber Owner will keep Customer fully informed of such relocation and will consider any recommendations of Customer in good faith. Fiber Owner will bear all costs of such relocation. Following receipt of notice of a relocation from City or

Fiber Council, Customer may elect to terminate this Agreement pursuant to Section 7.3 if such relocation has a material adverse effect on Customer's rights to use the Dark Fiber.

6. Fees

6.1 Non-Recurring Charge. Customer agrees to pay Fiber Council the Non-Recurring Charge set forth in Exhibit 1 for one-time costs relating to the Dark Fiber. The NRC shall accrue on the Fiber Acceptance Date. Fiber Council will make reasonable efforts to invoice Customer for the NRC set forth below no later than 60 days after the Fiber Acceptance Date.

6.2 Monthly Recurring Charge. Customer agrees to pay Fiber Council the Non-Recurring Charge set forth in Exhibit 1 for use of the Dark Fiber. Each month's MRC shall accrue on the first business day of the month. Fiber Council will make reasonable efforts to invoice Customer for the MRC set forth below on a monthly basis, beginning 30 days after the Fiber Acceptance Date.

6.3 Payment of Invoices. Customer will pay Fiber Council all amounts due and owing under each of Fiber Council valid invoices within 60 days after receipt. If Customer wishes to dispute any invoice, it must do so in within 30 days of receipt of said invoice by delivering to Fiber Council a written notice that describes the basis for the dispute in reasonable detail. After receipt of such a written notice, Fiber Council or City will provide a written clarification within 15 business days, and the Parties shall work in good faith to resolve the dispute.

6.4 Late Payments. Unpaid amounts shall be subject to interest at the statutory rate commencing 60 days after the invoice for the amount was issued.

6.5 Taxes. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to this Agreement.

7. Term and Termination.

7.1 Effective Date and Term. This Agreement is effective on the Effective Date and will continue in effect for a term of five years (the "Term"), unless terminated by any Party in accordance with Section 7.2 or Section 7.3.

7.2 Revocation of License upon Termination. Notwithstanding any other provision of this agreement, upon the effective date of any termination under this Section 7, the license granted for use of the Dark Fiber shall be revoked, and any Customer rights with respect to the Dark Fiber shall revert to City.

7.3. Termination by Customer for Cause. Customer may terminate this Agreement without any further liability if City or Fiber Council breaches any material obligation under this Agreement and the breach remains uncured for 30 business days after Customer delivers written notice of the breach to City and Fiber Council.

7.4. Termination by Customer for Convenience. Customer may terminate this Agreement upon at least 180 days prior written notice from Customer to Fiber Council and City, provided that Customer pays an early termination fee of 80% of the MRC for the remaining term of the Agreement.

7.5. Termination by City for Loss of Underlying Rights/Fiber. City may terminate this Agreement immediately, upon written notice to Customer and Fiber Council, in the event that City's Underlying Rights are lost or significantly impaired, and in case of such termination, City and Fiber Council's sole obligation to Customer shall be to refund any MRC or NRC already paid for Dark Fiber that could not be used by Customer as a result of said termination, and City and Fiber Council shall have no further liability to Customer.

7.6. Removal of Customer Equipment Following Termination. If Customer leaves equipment on premises owned by City or the Fiber Owner after the termination date of this Agreement, City may dispose of such Customer equipment without liability.

8. Representation, Warranties and Certain Covenants

8.1 By Fiber Council. Fiber Council represents and warrants to, and covenants with the other Parties that, subject to limitations in the Underlying Rights: (1) Fiber Council will provide the Dark Fiber in a competent, professional and workmanlike manner, free from defects in materials, workmanship and design; (2) Fiber Council will promptly and satisfactorily endeavor to cause defects in the Dark Fiber to be corrected; (3) Fiber Council will comply with all applicable law; (4) Fiber Council is an intergovernmental entity, duly formed and validly existing under the laws of the State of Oregon; (5) Fiber Council has all rights necessary for its execution and delivery of this Agreement and performance of its obligations under this Agreement; (6) when performing its obligations under this Agreement, Fiber Council will not knowingly interfere with the activities and obligations of Customer.

8.2 By City. City represents and warrants to, and covenants with the other Parties that, subject to limitations in the Underlying Rights: (1) City will provide sufficient cooperation with Fiber Council to allow Fiber Council to provide the Dark Fiber and correct defects in the same; (2) City will comply with all applicable law; (3) City is a municipal corporation, duly formed and validly existing under its Charter and the laws of the State of Oregon; (4) City has all rights necessary for its execution and delivery of this Agreement and performance of its obligations under this Agreement; (5) when performing its obligations under this Agreement, City will not knowingly interfere with the activities and obligations of Customer.

8.3 By Customer. Customer represents and warrants to, and covenants with, City that: (1) Customer is a duly-formed and validly existing under the laws of the State of Oregon; (2) Customer has all rights necessary for its execution and delivery of this Agreement and performance of its obligations under this Agreement; and (3) Customer will use the Dark Fiber in compliance with all applicable laws, and in a manner reasonably calculated to avoid damage to the Dark Fiber; (4) when performing its obligations under this Agreement, Customer will not knowingly interfere with the activities and obligations of City or other customers of City.

9. Indemnification by Customer

9.1 Indemnification Obligation. Customer will defend, indemnify and hold harmless City, Fiber Council, and its and their respective elected officials, directors, officers, employees, successors, assigns and agents, from and against all Third Party Claims to the extent arising out of or relating to: (1) Customer's breach of any of its warranties, representations or covenants under Section 8.2 above; (2) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (3) any bodily injury (including illness or death) or property damage caused by Customer; (4) infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right of any third Party by Customer's use of the Dark Fiber; or (5) any breach by Customer of its obligations under Section 11 (No Monitoring) of this Agreement.

9.2 Indemnification Procedures. The City or Fiber Council will: (i) provide the Customer with reasonably prompt notice of Claims; (ii) permit the Customer through counsel reasonably satisfactory to the City to answer and defend each Third-Party Claim; and (iii) provide the Customer with reasonable information and assistance to help the Customer defend each Third-Party Claim at the Customer's expense; (iv) keep the Customer informed of the status of each Third-Party Claim; (v) otherwise cooperate with the Customer in the defense at the Customer's expense. City and/or Fiber Council may employ separate counsel and participate in the defense of any Claim at its own expense. No Party will stipulate to, admit, or acknowledge any fault or liability by the other Party, nor consent to the entry of any judgment, nor enter into any settlement without the other Party's prior written consent, which consent will not be unreasonably withheld.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXTRAORDINARY DAMAGES (INCLUDING LOST OPPORTUNITIES OR PROFITS) OR PUNITIVE DAMAGES, EXCEPT FOR ANY LIABILITY ARISING OUT OF (1) ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (2) ITS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (3) ITS FRAUD, OR (4) ITS RECKLESS OR WILLFUL MISCONDUCT, INCLUDING WILLFUL BREACH OF THIS AGREEMENT.

11. **No Monitoring.** Except as authorized by law, neither City nor Fiber Council will not record, store, inspect, monitor, read, intercept, process or access any data transmitted using the Dark Fiber. Customer will not record, store, inspect, monitor, read, intercept, process or access any data transmitted using fiber pairs or strands other than the Dark Fiber.

12. **Miscellaneous**

12.1 Force Majeure. No Party will be responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure in performance is caused by any of the following conditions, unless deliberately caused by the Party claiming under this Section, and such Party's performance shall be excused and extended for and during the period of any such delay: act of God; fire; flood; other adverse weather events; failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; war or civil disorder; strikes or other labor disputes; fiber cut; inability of City to access the Dark Fiber; or any other cause beyond the reasonable control of the Party whose performance is affected (the "Affected Party") and which could not have been avoided or corrected through the exercise of reasonable diligence (a "Force Majeure Event"). The Affected Party will promptly notify the other Party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party's performance under this Agreement, and the steps that the Affected Party is taking to remedy the delay. If City or Fiber Council's performance is delayed or otherwise affected by any Force Majeure Event for more than 60 days, Customer may terminate the Agreement upon written notice to the City.

12.2 Assignment. The license granted to Customer under this Agreement is personal and revocable, and conveys no real property interest. Customer will not sell, transfer, convey, or assign the license, this Agreement or any right of Customer under this Agreement without City's prior written consent, which shall not be unreasonably withheld.

12.3 Governing Law: Venue. This Agreement is governed by the laws of the State of Oregon, excluding its conflicts of law rules. For any dispute arising out of this Agreement, the Parties consent to venue and the exclusive jurisdiction in the federal court located in Pendleton, Oregon, if federal jurisdiction exists, and otherwise consent to venue and exclusive jurisdiction in the state courts located in Gilliam County, Oregon.

12.4 Notices. Except as otherwise provided in this Agreement, any notice, invoice or other document to be given by any Party under this Agreement must be given in writing to the other Party at the address below its signature line on the cover page of the Agreement. If no address is listed for a Party, notice must be given to the Party's last known address. Notice may be delivered by personal delivery, certified mail (return receipt requested), nationally recognized overnight courier service, or email, and will be deemed delivered (1) if by overnight courier service, 1 business day after deposit with a reputable overnight courier with all charges prepaid; (2) if by certified mail, 3 business days after deposit with the mail carrier; and (3) if by personal delivery, or email, on the day of delivery or email transmission. A Party may change its notice address by giving notice in accordance with this paragraph.

12.5 Independent Contractors. The Parties are independent contractors. Subject to applicable law, each Party has exclusive control over its Personnel, its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Subject to applicable law, each Party has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel, and is solely responsible for all salaries and other compensation of its Personnel. Each Party is solely responsible for making all deductions and withholdings from its employees' salaries and other compensation and paying all related contributions, taxes and assessments. No Party has any authority to bind the other Party to any agreement or obligation.

12.6 Severability. If any provision of this Agreement is determined to be unenforceable, this Agreement will be enforced as if the unenforceable provisions were not present, and any partially valid and enforceable provisions will be enforced to the extent that they are enforceable.

12.7 No Waiver. No Party waives any right under this Agreement by failing to exercise any rights under this Agreement.

12.8 Construction. The section headings in this Agreement are for convenience of reference only and will not be given effect to interpret or construe any provisions of this Agreement. Each Party has sought the advice of legal counsel and has participated to a significant degree in the drafting and preparation of this Agreement. Accordingly, no provision of this Agreement will be construed against any Party because that Party being the drafter.

12.9 Counterparts. This Agreement may be executed by electronic means and in any number of counterparts, each of which when executed and delivered will be an original, which together will constitute one and the same agreement.

12.10 Survival. Any provisions of this Agreement which, by their nature, should survive or may reasonably be interpreted as surviving the termination or expiration of this Agreement, including provisions relating to payment obligations arising before termination or expiration, indemnity obligations, limitations of liability, and monitoring obligations, will survive the termination or expiration of this Agreement and continue in full force and effect.

12.11 Entire Agreement. This Agreement (including the Exhibits), together with all other attachments, all of which are incorporated into this Agreement, constitute the complete and final agreement of the Parties relating to the Dark Fiber and supersede the Parties' prior or contemporaneous agreements, understandings and discussions relating to the Dark Fiber. No modification of this Agreement will be binding unless in writing and signed by the Parties.

12.12 Rights of Third Parties. This Agreement does not create or confer any rights or benefits enforceable by any person not a Party to it.

Exhibit 1 –Specifications

General Terms	
Fiber Delivery Date:	Twenty-four (24) months from the Effective Date
Routing Requirements:	Route diagram provided as follows (check one): ☐ in electronic file, or ☐ attached as Appendix ___

A End Point(s)		
End Point Code	**Physical Address**	**Demarcation Point**

B End Point(s)		
End Point Code	**Physical Address**	**Demarcation Point**

No. Fiber Pairs	Total No. Fibers	A-End Site Code	Z-End Site Code
Main Fiber Line			

Additional Specifications

Fee	Amount
Non-Recurring Charge (NRC)	
Monthly Recurring Charge (MRC)	

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

TENNESON ENGINEERING CORPORATION
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

3775 CRATES WAY
THE DALLES, OR 97058

PHONE (541) 296-9177
FAX (541) 296-6657

September 5, 2019

Condon City Planning Commission
P.O. Box 445
Condon, Oregon 97823

Regarding: Proposed Comprehensive Plan Update
Staff Report

Dear Commissioners:

We have scheduled a public hearing for October 15, 2019 in the City Council Chambers of the Condon City Hall. The purpose of the public hearing is to consider the update of the City of Condon Comprehensive Plan. Very briefly, the last update of the plan was completed in December 2011 and adopted by the City Council in early 2012.

In 2018, the Department of Land Conservation and Development (DLCD) provided grant funds to Anderson & Perry, a La Grande based consulting firm, to develop an Economic Opportunities Analysis (EOA) for the City of Condon. That plan has now been completed and reviewed by DLCD. Subsequent to that review, a second document, an Executive Summary, has been prepared and as well as updated draft policies of the Economic Opportunities Analysis. The Department of Land Conservation and Development has requested the City adopt the revised policies into the City's Comprehensive Plan and further adopt both the EOA, dated May 2019, and the Executive Summary, dated August 2019, as stand-alone support documents for the City's Comprehensive Plan.

The process requires the City advertise the public hearing in a local newspaper at least ten days prior to the public hearing. It also requires a hearing before the Planning Commission and the City Council. The material must be adopted by ordinance by the Council and then submitted to DLCD. The policies that need to be adopted into the Comprehensive Plan are as follows:

1. Recognizing the City's finite commercial area. The City shall strive to maintain the viability of the downtown commercial core area.

2. The City of Condon shall strive to provide adequate plans for economic activities that contribute to the well-being of the City.

3. The City shall strive to provide an adequate amount of employment (commercial and industrial) land for future needs.

4. The City shall continue to support home-based occupations and provide for a streamlined review and approval process for them.

5. Strengthen economic development partnerships in and with Gilliam County.

There are a series of strategies and objectives that are contained in the support documents that the City can use to meet those policies.

Look forward to seeing you all on the 15th.

Sincerely,

/s/ Dan Meader

Dan Meader, Senior Planner

DM:kb
<wo#13100>

Oregon
Kate Brown, Governor

Department of Transportation
Transportation Development Division
555 13th Street NE, Suite 2
Salem, OR 97301
Phone: (503) 986-3420
Fax: (503) 986-4173

October 30, 2019

City of Condon
128 S Main Street
Condon, OR 97823

Subject: 2020 Small City Allotments Program Awards Announcement

Project Name **:** MULTIPLE CITY STREETS - IMPROVEMENTS

In accordance with ORS 366.805 and the recommendation of the Advisory Committee, I am pleased to announce your project was one of 53 selected to be funded. ODOT received 102 eligible applications requesting a total of $9,814,566 with funding limited to $5,195,000 it was a very competitive selection process.

The SCA award amount for your project is $100,000.00

Either you have indicated in the application; or we have reason to believe that your project will come into contact with a State Highway. There are additional obligations specific to ADA that must be met when project work will touch the State Highway System, please refer to attachment. Understanding that you may not be aware of the costs associated with making required ADA improvements; we realize that this work could impact your project's budget. It is imperative that you contact us immediately if upon review you conclude that the Project Scope will need to be reduced in order to be able to address your ADA obligations.

Per the information provided in the application we have generated the following project description which will be inserted into the Agreement. Please note, in the description we have specified those areas that we have found to touch the State Hwy System and the improvements that need to be made to comply with ADA requirements; missing information does not dimish your responsibility to comply. Please review the description carefully to ensure that it reflects the intent of the application submitted. If the description does not meet the intent of the application or you find that you will be unable to perform the improvements specified you need to contact us immediately, in writing (email is preferred) addressing any discrepancies. Please be advised that the Project Description is designed to cover the critical aspects of the proposed improvements rather than every detail required to facilitate that effort e.g., if you proposed an asphalt overlay we do not need to include every step of that process but would instead just point out the critical elements involved. Recognize that Project Awards were based upon the information provided in your application therefore we are limited to the degree we can allow changes to the project.

Project Desciption:

Project will pave North Main Street from East Walnut to East Frazer Street curb to curb, establish parking lanes on both sides; widen, repair and overlay South East Street from East Summit to East Court Street; East Court Street from South East Street to South Jefferson Street; South Washington and South Jefferson Streets from East Court Street to East Bayard Street with an ADA compliant curb ramp to be constructed on the SW corner of Washington and Bayard Street (Hwy 206).

In the next few weeks you will receive materials that are time sensitive and will require a prompt response. We have learned from previous experience that many small cities, eligible for these awards, have limited staff resulting in response delays or no response due to vacations, illness, staff turnover, etc. To ensure your responses are timely we ask that you complete the attached "Contact Information Form" to ensure that multiple people are receiving the materials we send and can respond in the event that the primary contact is not available. Please return the completed form no later than November 12, 2019 via email to SmallCityAllotments@odot.state.or.us .
Note that though we recognize that cities may engage an outside entity to perform Project Management duties, for our purposes we request that all contact information provided is for City Staff members.

Included in the attachments please find the template for the Agreement that will be used for 2020 Small City Allotment Program awards. Take this opportunity to review the document and share it as necessary with those entities whose signature will be required. This will save time once it is presented to you for signatures.

Please be advised that only work that begins after the effective date of the executed Agreement will be eligible for reimbursement with SCA funds.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, you may contact either myself at (503) 986-7202 or Deanna Edgar at (503) 986-3441.

Sincerely,

Alan Thompson
Small City Allotment Program Manager

Attachments: Contact Information Form
Letter to League of Oregon Cities w/ 2020 SCA Awards by City
ADA Compliance Information Sheet
Agreement Template