



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, July 1, 2020, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. PUBLIC COMMENT**
 - 4.1. The Council may hear discussion of unannounced items from the floor and their comments on the agenda items. Comments are limited to five (5) minutes.**
- 5. CONSENT AGENDA**
 - 5.1. Review & Approve the June 3, 2020 Budget Hearing and Regular Council meeting minutes.**
 - 5.2. Review June 2020 Accounts Payable**
 - 5.3. Review VISA Statements**
- 6. OLD BUSINESS**
 - 6.1. City Hall Remodel Update**
 - 6.2. Fiber Council Update**
 - 6.3. COVID-19 Update**
- 7. NEW BUSINESS**
 - 7.1. Condon School District Deed Agreement for Grade School Property**
 - 7.2. Condon School District Condon Grade School Lease Agreement**
 - 7.3. Finance Committee -Personnel Recommendations**
 - 7.4. Review & Approve Windwave Master Service Agreement**
 - 7.5. Review & Approve Resolution 2021-01 - A Worker's Compensation Volunteer Coverage**
- 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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9.1. Letter from Trinity McCain - Hummingbird Project Management, LLC

10. NEXT REGULAR MEETING DATE

10.1. The next regular meeting of the Condon City Council will be Wednesday, August 5, 2020, 7 p.m.

11. ADJOURN REGULAR MEETING

If necessary, Executive Session may be held in accordance with ORS 192.660(2)(c) 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 June 25, 2020



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City of Condon Regular Council Meeting Minutes Wednesday, June 3, 2020 7:00 PM

1. CALL REGULAR MEETING TO ORDER

1.1. THIS MEETING WILL NOW BE AT THE VETERAN'S MEMORIAL HALL - 120 S. MAIN STREET, CONDON, OR

Cancelled Zoom Meeting - Join Zoom Meeting
<https://us02web.zoom.us/j/85872794976?pwd=ZUJSchNVWS9lWjhrSWd4b1cyWHFkZz09>

Mayor Jim Hassing called the meeting to order at 7 p.m. at the Veteran's Memorial Hall.

2. ROLL CALL

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

Absent: Councilor Brian Barnett

3. ADDITIONS TO AGENDA

None

4. PUBLIC COMMENT

4.1. The Council may hear discussion of unannounced items from the floor and the comments on the agenda items. Comments are limited to five (5) minutes.

None

5. PUBLIC HEARING - BUDGET & STATE REVENUE SHARING

5.1. Open Hearing

Mayor Hassing opened the public hearing on the budget and state revenue sharing at 7:01 p.m.

5.2. Public Input on Budget & State Revenue Sharing

None

5.3. Close Hearing

Mayor Hassing closed the hearing at 7:03 p.m.



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6. CONSENT AGENDA

6.1. Approve Regular Condon City Council Meeting Minutes of May 6, 2020

A motion was made by Councilor Jan Stinchfield to approve the May 6, 2020 regular Council meeting minutes. The motion was seconded by Councilor Michael Cronk and approved unanimously.

6.2. Review the May 12, 2020 Accounts Payable

Councilor Fatland asked why a check was written back to the City of Condon. CA Greiner stated it is to make the water/sewer payments for the businesses that are receiving paid service due to COVID-19. He also asked about a payment to Ferguson which PW Wilkins said that it was for supplies for the water line project that included pipe, fittings and a hydrant. His last question was regarding the payment to Tenneson Engineering and asked if it was for the county project that was just approved by the Gilliam County Court. CA Greiner said it was for consulting services for the last several months and the program approved by the county was for an area outside of city limits.

6.3. Review the VISA Statements

Councilor Jamieson asked about the key lock charge on the VISA bill. PW Wilkins said that it is to re-key some of the locks with the city so he can less keys to open the many locks.

7. OLD BUSINESS

7.1. Fiber Council Update

There is not update from the Fiber Council. CA Greiner did ask if the Council wanted to set a time and date to review the City broadband strategic plan. It was the consensus to put on the August agenda.

7.2. Housing Committee Update - Condon School District

CA Greiner reported that she had received a signed deed agreement from Condon School Superintendent Michelle Geer for the Condon Grade School property, but the changes and final draft had not been returned to City Attorney Wyatt Baum. CA Greiner said that one portion of the deed stated the City would be responsible for major repairs, which it was agreed that the school would maintain all systems while they were still using the facilities. She suggested that the lease and deed document come back simultaneously at the July meeting for review and approval so there are not questions between the two documents. The agreement was tabled.

It was agreed that the Housing Committee would meet in June to discuss what they would like to see what type of development would be done on the baseball field of the school property and how to proceed with lot size, infrastructure and partners.

7.3. COVID-19 Update - City Hall Re-Open in Phase I & Phase II

CA Greiner presented the Council with COVID-19 issues and what will be the possible future in Phase II. She had spoken with Gilliam County Judge Elizabeth Farrar and it was anticipated that Phase II would start at end of the week or Monday or next week. CA Greiner will implement contact tracing logs of people that enter into City Hall but keep the office door locked, window will remain down, visitors adhere to social distancing and are encouraged to wear face masks. Restrooms at the golf course and park will open this week and be cleaned twice daily by staff with the exception of weekends as it appears Phase II will allow a sign to be placed that the restrooms are not cleaned and people can use at their own risk. City Council meetings will be in the Memorial Hall until further notice to allow for social distancing and she is working on online solutions for payments or services, plus encouraging people to continue placing payments in payment box outside of City Hall.



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7.4. Caselle - Online Bid - - Point & Pay Option

CA Greiner stated that after further review of the online payment system from last month's meeting, payments could only be made if the person had an account with the City through the Caselle financial software. She inquired of the system that the County uses for online payments is called Point & Pay and available for all services of the city - golf, planning and utility payments. Point & Pay takes a 3% or a minimum of \$2 per transaction and the full amount owed to the City is paid in full. There will be a \$500 set up charge and will take approximately 45 days to get the system operational. CA Greiner said that she had talked to several county employees that have used it for several years and have had no issues. Councilor Parm said that they use it in job at the Gilliam County Clerk's office and have not had any issues.

A motion was made by Councilor Tom Fatland to enter into an agreement with Point & Pay for online payment services.. The motion was seconded by Councilor Jan Stinchfield and approved unanimously.

8. NEW BUSINESS

8.1. Waste Connections Annual Franchise Rate Review - Jim Winterbottom

Jim Winterbottom, District Manager of Waste Connections, presented to the council the request to increase garbage fees by 2.15% for the 2020-21 fiscal year. Winterbottom stated that they request 85% of the CPI of the Portland area as an increase.

He stated that the price of a 32 gallon can with a weekly pickup would increase \$0.38 a month; 90 gallon can with weekly pickup is \$0.92 increase for a month with weekly pickup and a dumpster is an increased \$1.58 a month. He stated that they increase the rates annually so the customers don't have to have a big increase less often.

A motion was made by Councilor Tom Fatland to accept the rate increase of Waste Connections. The motion was seconded by Councilor Dawn Parm and approved unanimously.

8.2. Review & Approve Resolution 2020-07 - Resolution Adopting the 2020-21 Budget and Making Appropriations

A motion was made by Councilor Tom Fatland to approve Resolution 2020-07 - Making Appropriations, Imposing Taxes and Categorizing taxes. The motion was seconded by Councilor Donald Jamieson and approved unanimously.

8.3. Review & Approve Resolution 2020-08 - A Resolution Declaring the City's Election to Receive State Revenues

A motion was made by Councilor Donald Jamieson to approve Resolution 2020-08 - A Resolution Declaring the City's Election to Receive State Revenues. The motion was seconded by Councilor Jan Stinchfield and approved unanimously.

8.4. Resolution No. 2020-09 - A Resolution of the City of Condon Declaring Certain Fixed Assets as Surplus Property - Walk Behind Saw.

A motion was made by Councilor Tom Fatland to approve Resolution 2020-09 - A Resolution to Declaring Certain Fixed Assets as Surplus Property - a walk behind saw. The motion was seconded by Councilor Dawn Parm and approved unanimously.

PW Wilkins said that the saw was going to the Gilliam County Road Department.



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8.5. First & Second Reading of Ordinance 2020-03 - Ordinance Chapter 93.02(L)(1) - Trees, Brush & Grass

CA Greiner presented Ordinance 2020-03 which changes the date of mowing from July 15 to June 15 of each year per request of Sheriff Bettencourt.

A motion was made by Councilor Tom Fatland to read by title only Ordinance 2020-03 - Trees, Brush and Grass. The motion was seconded by Councilor Donald Jamieson. Roll Call - yes - Fatland, Stinchfield, Jamieson, Cronk and Parm - motion passed.

A motion was made by Councilor Tom Fatland to approve the first reading of Ordinance 2020-03 - Trees, Brush and Grass by title only. The motion was seconded by Councilor Donald Jamieson. Roll Call - yes - Fatland, Stinchfield, Jamieson, Cronk and Parm - motion passed.

A motion was made by Councilor Tom Fatland to have the second reading of Ordinance 2020-03 - Trees, Brush and Grass by title only. The motion was seconded by Councilor Donald Jamieson. Roll Call - yes - Fatland, Stinchfield, Jamieson, Cronk and Parm - motion passed.

A motion was made by Councilor Tom Fatland to approve the second reading of Ordinance 2020-03 - Trees, Brush and Grass by Title only. The motion was seconded by Councilor Michael Cronk. Roll Call - yes - Fatland, Stinchfield, Jamieson, Cronk and Parm - motion passed.

CA Greiner noted that the Ordinance with the date change would take effect in 30 days.

8.6. Discuss Park & Recreation Issues - Golf Course, Park & Community Swimming Pool

CA Greiner stated that when Gilliam County goes into Phase II that the pool can be open with guidelines. She recommended that the Park & Recreation Committee set a meeting for next week to set the guidelines and operations of the pool. It was consensus to have the P&R meeting at 4 p.m., Thursday, June 11.

From the last P&R meeting, it was determined to get the engineering to connect the golf course sprinkler system to the city water system in case of a drought year. PW Wilkins asked to have a Public Works Committee meeting to discuss water conservation measures if and when the city uses city water for irrigation. Councilor Fatland asked if the golf course wells could be dug deeper for more water, but PW Wilkins and Councilor Jamieson said that the cost of going deeper would be more money than the connection to the existing system. CA Greiner stated that she had discussed the engineering for the connection at the golf course with City Engineer Dave Wildman and they will put that on their schedule for September.

8.7. Review & Approve the Oregon Public Works Emergency Response Cooperative Assistance Agreement

Council received a cooperative agreement from Oregon Department of Transportation (ODOT) that has been previously signed for review and signature.

A motion was made by Councilor Tom Fatland to approve the Oregon Public Works Emergency Response Cooperative Assistance Agreement. The motion was seconded by Councilor Jan Stinchfield and approved unanimously.

8.8. ROW Agreement with Windwave Technologies, Inc./Inland Development Corporation

CA Greiner presented the rights-of-way agreement between Windwave Technologies/Inland Development Corporation to waive the 4% gross revenue ROW fee for a 200 mbps connection to City Hall.

A motion was made by Councilor Jan Stinchfield to approve the agreement between Windwave Technologies/Inland Development Corporation for a 200 mbps connection. The motion was seconded by Councilor Donald Jamieson and approved unanimously.



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8.9. Review & Approve the Art & Music Grant Letters

Three letters of interest were submitted to the Condon City Council for the Art & Music Grant - Condon School District requested \$5,000, Gilliam County Library \$3,000 and Condon Child Care \$1,500. CA Greiner stated that they have given \$8,000 total in the prior years and that the split was \$4,500 to the school, \$2,500 to the library and \$1,000 to the child care. She has budgeted more in that account due to COVID issues that may arise due to cut in transient tax. It was the consensus to keep the grants the same as last year.

A motion was made by Councilor Tom Fatland to approve the Art & Music Grant of \$4,500 to Condon School District, \$2,500 to Gilliam County Library and \$1,000 to Condon Child Care for the 2020-21 year.. The motion was seconded by Councilor Dawn Parm and approved unanimously.

9. STAFF REPORTS

9.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins said that 6 million gallons of water were pumped in May which is normal for that time of year. The crew has finished with the water and sewer repairs on North Potter and he is getting ready to transition to mowing rights-of-ways. The summer project of East Spring Street should begin in late June and the Gilliam County Road Department will rebuild a portion of East Spring Street by the school's baseball field. He has installed new historic street signs on Main Street and is waiting to hear of ODOT's schedule for curb ramps that are to be done this year.

9.2. Police - Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt that that he has compiled a list of 25 properties that need to be mowed before the nuisance letters will be sent out, plus working on 16 lots with abandoned vehicles. He has given the property owners of the vehicles 30 days to clean up their lots, which is ending in a few days. He asked that when City Hall is being remodeled that the City find a way to lock up the building so tools will not be stolen. Sheriff Bettencourt asked that the council consider installing cameras along downtown for safety and to record crimes. Councilor Fatland expressed concern of placing cameras in downtown and Sheriff Bettencourt replied that they would only review the recordings if "something happened." Councilor Cronk asked how long were the records available for review with Sheriff Bettencourt stating that it was approximately 2 weeks. Sheriff Bettencourt also request a speed reader board on Highway 206/Walnut as you approach town from Wasco and suggested that there may be grant money available.

9.3. Administration - City Administrator Kathryn Greiner

CA Greiner reported that she had received a letter of resignation from Garnett Bettencourt from the City's budget committee which will have to be filled in January. She asked to set up a Finance Committee meeting the week of June 15 to discuss staff compensation and that she expects the City Hall remodel project to begin in the next two weeks. She noted that she had a conversation with Engineer of Record Dave Wildman of Anderson Perry & Associates regarding upcoming projects and noted the Condon Grade School baseball field for infrastructure and roads; and the application to ODOT for a Safe Routes to School Grant for sidewalks near the proposed new grade school. CA Greiner noted that the school cannot apply for the grant as it has to be done by a city or county so she is working with school staff to submit a grant. The grant match will come from the school as it will be to assist with pedestrian traffic near the school. Councilor Jamieson stated that the housing project on the school property should be discussed what the Council wants to see on that property. Councilor Cronk, Housing Committee Member, said he would like to see what is proposed and maps. Housing Committee will meet the week of June 22 with a date to be set when Councilor Barnett returns from vacation.

10. COUNCIL INFORMATION

10.1. Public Safety Committee Minutes 5-12-2020



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11. NEXT REGULAR MEETING DATE

11.1. Wednesday, July 1, 2020, 7 p.m. at Condon City Hall

12. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 8:09 p.m.

Jim Hassing, Mayor

Date _____

ATTEST: _____
Kathryn Greiner City Administrator

Date _____

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	MAY 2020	Janitorial	05/31/2020	328.72	.00	
Total ARAMARK UNIFORM SERVICES:					328.72	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	MAY 2020	PW Cell Phone	05/06/2020	7.69	.00	
599	AT&T MOBILITY	MAY 2020	PW Cell Phone	05/06/2020	7.70	.00	
Total AT&T MOBILITY:					15.39	.00	
BARNES, AUTUMN							
1089	BARNES, AUTUMN	JUNE 2020	Refund 4668.10 118 N A Street	06/10/2020	70.97	.00	
Total BARNES, AUTUMN:					70.97	.00	
BARNETT, BRIAN							
907	BARNETT, BRIAN	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total BARNETT, BRIAN:					125.00	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	25634	CSD Housing ODOT and Agreem	05/21/2020	832.50	.00	
Total BAUM SMITH LLC:					832.50	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	A-87870	Park Restroom	05/13/2020	55.00	.00	
876	BISHOP SANITATION	A-88113	GC Restroom	05/20/2020	120.00	.00	
Total BISHOP SANITATION:					175.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	58178	Copier Charge	05/27/2020	8.92	.00	
Total BOHN'S PRINTING:					8.92	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	37952	Nitrate	07/23/2019	37.50	.00	
151	BOX R WATER ANALYSIS LAB	37953	MPN/ Enumeration	07/23/2019	50.00	.00	
151	BOX R WATER ANALYSIS LAB	37954	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37955	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37956	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37957	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37958	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37959	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37960	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	37961	E coli Coliform Testing	07/23/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	41334	Biochemical Oxygen	05/13/2020	99.00	.00	
151	BOX R WATER ANALYSIS LAB	41337	MPN/ Enumeration	05/13/2020	55.00	.00	
151	BOX R WATER ANALYSIS LAB	41358	E coli Coliform Testing	05/13/2020	36.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BOX R WATER ANALYSIS LAB:					566.00	.00	
C.M. & W.O. SHEPPARD, INC.							
868	C.M. & W.O. SHEPPARD, INC.	99450	Golf Repair	05/26/2020	41.29	.00	
Total C.M. & W.O. SHEPPARD, INC.:					41.29	.00	
CASCADE INSULATION INC.							
998	CASCADE INSULATION INC.	19-ASB-217	City Hall Remodel Lead & Aesbes	06/02/2020	750.00	.00	
Total CASCADE INSULATION INC.:					750.00	.00	
City of Condon							
184	City of Condon	MAY 2020	Utility Payments Business Credit	05/31/2020	652.03	.00	
Total City of Condon:					652.03	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	MAY 2020	City Hall	05/27/2020	119.41	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Golf Course	05/27/2020	47.24	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Park	05/27/2020	95.83	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Memorial Hall	05/27/2020	44.49	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Golf Course	05/27/2020	44.96	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Sewer Plant w pivot	05/27/2020	770.12	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Disposal Plant	05/27/2020	425.42	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Golf Course	05/27/2020	72.96	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	City Farm	05/27/2020	2,051.00	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Street Lights	05/27/2020	1,444.25	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Reservoir Control	05/27/2020	42.25	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Golf Course	05/27/2020	114.14	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Library	05/27/2020	233.17	.00	
169	COLUMBIA BASIN ELECTRIC	MAY 2020	Swimming Pool	05/27/2020	59.73	.00	
Total COLUMBIA BASIN ELECTRIC:					5,564.97	.00	
CONDON CHILD CARE							
877	CONDON CHILD CARE	MAY 2020	Art & Music Grant Award 2019-20	05/31/2020	1,000.00	.00	
Total CONDON CHILD CARE:					1,000.00	.00	
COOPER CONSTRUCTION, LLC							
997	COOPER CONSTRUCTION, LLC	1037	Main Street Planter Boxes	05/13/2020	300.00	.00	
Total COOPER CONSTRUCTION, LLC:					300.00	.00	
CRONK, MICHAEL							
792	CRONK, MICHAEL	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total CRONK, MICHAEL:					125.00	.00	
CROWN PAPER & JANITORIAL							
642	CROWN PAPER & JANITORIAL	283016	Pool Supplies	05/29/2020	216.78	.00	
Total CROWN PAPER & JANITORIAL:					216.78	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	MAY 2020	Water Impr Fuel	05/31/2020	117.54	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
224	DEVIN OIL COMPANY	MAY 2020	Water	05/31/2020	167.16	.00	
224	DEVIN OIL COMPANY	MAY 2020	Sewer Bulk	05/31/2020	167.15	.00	
Total DEVIN OIL COMPANY:					451.85	.00	
DONALD JAMIESON							
231	DONALD JAMIESON	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total DONALD JAMIESON:					125.00	.00	
HASSING, JIM							
761	HASSING, JIM	STIPEND	Stipend	06/10/2020	300.00	.00	
Total HASSING, JIM:					300.00	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	MAY 2020	Golf Fuel	05/31/2020	69.49	.00	
Total HATTENHAUER DIST.:					69.49	.00	
HERMISTON GLASS							
1090	HERMISTON GLASS	42219	Window on CAT	05/14/2020	295.03	.00	
1090	HERMISTON GLASS	42219	Window on CAT	05/14/2020	295.03	.00	
Total HERMISTON GLASS:					590.06	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	MAY 2020	Administration	06/01/2020	122.25	.00	
766	HOME TELEPHONE COMPANY	MAY 2020	Water	06/01/2020	167.79	.00	
766	HOME TELEPHONE COMPANY	MAY 2020	Sewer	06/01/2020	154.20	.00	
Total HOME TELEPHONE COMPANY:					444.24	.00	
INLAND CHEMICAL SERVICE							
324	INLAND CHEMICAL SERVICE	042020022	Golf Supplies/Fertilizer	04/30/2020	325.00	.00	
324	INLAND CHEMICAL SERVICE	042020022	Golf Supplies/Fertilizer	04/30/2020	248.75	.00	
324	INLAND CHEMICAL SERVICE	042020022	Sewer Lagoon/Headworks	04/30/2020	310.75	.00	
324	INLAND CHEMICAL SERVICE	052020025	Golf Supplies/Fertilizer	05/31/2020	598.55	.00	
Total INLAND CHEMICAL SERVICE:					1,483.05	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	JUNE 2020	MRC Fiber Project	05/21/2020	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAEGER, JOY							
1091	JAEGER, JOY	JUNE 2020	Refund of Memorial Hall Rent	06/10/2020	75.00	.00	
Total JAEGER, JOY:					75.00	.00	
JOHN DEERE FINANCIAL							
248	JOHN DEERE FINANCIAL	P81382	Golf Repair & Maintenance	06/01/2020	44.60	.00	
Total JOHN DEERE FINANCIAL:					44.60	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	MAY 2020	Park	05/31/2020	132.10	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
371	M & A AUTO PARTS	MAY 2020	Golf Supplies	05/31/2020	5.69	.00	
371	M & A AUTO PARTS	MAY 2020	streets	05/31/2020	7.52	.00	
371	M & A AUTO PARTS	MAY 2020	Water	05/31/2020	47.96	.00	
371	M & A AUTO PARTS	MAY 2020	Sewer	05/31/2020	47.96	.00	
371	M & A AUTO PARTS	MAY 2020	Sewer	05/31/2020	5.31	.00	
371	M & A AUTO PARTS	MAY 2020	Water	05/31/2020	5.30	.00	
371	M & A AUTO PARTS	MAY 2020	Water	05/31/2020	25.48	.00	
371	M & A AUTO PARTS	MAY 2020	Sewer	05/31/2020	25.49	.00	
Total M & A AUTO PARTS:					302.81	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	MAY 2020	Pool Propane	05/31/2020	55.00	.00	
Total MORROW COUNTY GRAIN GROW.:					55.00	.00	
OHA- DRINKING WATER PROGRAM							
625	OHA- DRINKING WATER PROG	ANNUAL WAT	Annau Water System fee	05/27/2020	675.00	.00	
Total OHA- DRINKING WATER PROGRAM:					675.00	.00	
OPEN COUNTRY FARM							
433	OPEN COUNTRY FARM	MAY 2020	Park Supplies	05/25/2020	73.10	.00	
433	OPEN COUNTRY FARM	MAY 2020	Main Street Planters	05/25/2020	308.00	.00	
Total OPEN COUNTRY FARM:					381.10	.00	
PARM, DAWN							
908	PARM, DAWN	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total PARM, DAWN:					125.00	.00	
POST MASTER							
463	POST MASTER	2020 BOX	Box Rental	06/10/2020	120.00	.00	
Total POST MASTER:					120.00	.00	
STINCHFIELD, JAN							
709	STINCHFIELD, JAN	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total STINCHFIELD, JAN:					125.00	.00	
THE POOL AND SPA HOUSE							
649	THE POOL AND SPA HOUSE	641411-1	Boiler Repair	06/10/2020	2,091.45	.00	
649	THE POOL AND SPA HOUSE	641412-1	Valve Replacement	06/10/2020	1,640.47	.00	
649	THE POOL AND SPA HOUSE	641413-1	Pipe Hangers & Strapping Replac	06/10/2020	2,203.96	.00	
649	THE POOL AND SPA HOUSE	641473-1	Vacuum Repair	06/10/2020	772.17	.00	
Total THE POOL AND SPA HOUSE:					6,708.05	.00	
THOMAS FATLAND							
252	THOMAS FATLAND	JUNE 2020	Stipend	06/10/2020	125.00	.00	
Total THOMAS FATLAND:					125.00	.00	
THYSSENKRUPP ELEVATOR							
773	THYSSENKRUPP ELEVATOR	3005284334	Lift Chair	06/01/2020	247.88	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THYSSENKRUPP ELEVATOR:					247.88	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	MAY 2020	Meeting-Office Supplies	05/25/2020	24.26	.00	
Total TWO BOYS MEAT & GROCERY:					24.26	.00	
VISA							
559	VISA	MAY 2020 691	Administration Supplies	05/22/2020	127.49	.00	
559	VISA	MAY 2020 691	Water Office Supplies	05/22/2020	114.96	.00	
559	VISA	MAY 2020 691	Planning Postage	05/22/2020	8.25	.00	
559	VISA	MAY 2020 691	Street Supplies	05/22/2020	29.98	.00	
559	VISA	MAY 2020 691	Janitorial	05/22/2020	57.69	.00	
559	VISA	MAY 2020 857	Administration Supplies	05/22/2020	80.00	.00	
Total VISA:					418.37	.00	
Grand Totals:					25,663.33	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

RECEIVED

JUN - 1 2020

Account Summary

Billing Cycle 05/22/20
Days In Billing Cycle 31
Previous Balance \$864.18
Purchases + 80.00
Cash + 0.00
Special + \$0.00
Balance Transfers + \$0.00
Credits - \$0.00
Payments - \$864.18
Other Charges + \$0.00
Finance Charges + 0.00

NEW BALANCE \$80.00

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$9,920.00
Available Cash \$0.00
Amount Over Credit Line \$0.00
Amount Past Due \$0.00
Disputed Amount \$0.00

Important Information About Your Account

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

YOU MAY SKIP THIS MONTH'S MINIMUM PAYMENT ON YOUR ACCOUNT. FINANCE CHARGES WILL CONTINUE TO ACCRUE.

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 \$80.00
MINIMUM PAYMENT \$0.00
PAYMENT DUE DATE 06/16/2020

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

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/22/20	04/23/20	5045	24430990113400813017165	MSFT * E0500AY5QJ email addressed	\$80.00 A10
05/13/20	05/13/20	6010	1 0134121098000080	800-642-7676 WA PAYMENT - THANK YOU	\$864.18 -

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

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



Account Number
8577

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

Closing Date

05/22/20

New Balance

\$80.00

**Total Minimum
Payment Due**

\$0.00

Payment Due Date

06/16/2020

AMOUNT OF PAYMENT ENCLOSED

\$

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512



Additional Information About Your Account

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE						
TOTAL				0.00%	\$ 0.00	\$ 80.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.
(V) = Variable Rate. If you have a variable rate account the periodic rate and **Annual Percentage Rate (APR)** may vary.

JUN - 1 2020

CITY OF CONDON

Account Summary

Billing Cycle	05/22/20
Days In Billing Cycle	31
Previous Balance	\$1,001.12
Purchases	+ 338.37
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$0.00
Payments	- \$1,001.12
Other Charges	+ \$0.00
Finance Charges	+ 0.00

NEW BALANCE \$338.37

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,661.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

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

YOU MAY SKIP THIS MONTH'S MINIMUM PAYMENT ON YOUR ACCOUNT. FINANCE CHARGES WILL CONTINUE TO ACCRUE.

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	\$338.37
MINIMUM PAYMENT	\$0.00
PAYMENT DUE DATE	06/16/2020

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 127.89
W10 114.96
005 58 600220 8.25
ST 231 29.98
A40 57.09

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/21/20	04/22/20	5942	24692160112100271768788	AMZN Mktp US*AC5E30Q33 Amzn.com/bill WA	\$29.98
04/24/20	04/26/20	5942	24692160115100904396749	AMZN Mktp US*0Y1M812L3 Amzn.com/bill WA	\$47.28

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

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



Account Number

6910

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
05/22/20	\$338.37	\$0.00	06/16/2020

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 6910 00000000 00033837 9

Account Number: ##### 6910
Closing Date: 05/22/20
Credit Limit: \$10,000.00 Available Credit: \$9,661.00

Page 3 of 4

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/24/20	04/26/20	5942	24692160115100945286503	Amazon.com*LG8ZE8Q03 <i>Lysol</i>	\$10.41 <i>A40</i>
04/30/20	05/01/20	4816	24430990122091504504998	Amzn.com/bill WA	
05/06/20	05/08/20	5812	24786640128011674727182	MICROSOFT*MICROSOFT 365 F <i>Annual MS sub</i>	\$99.99 <i>A10</i>
05/13/20	05/13/20	6010	1 0134121098000090	MSBILL.INFO WA	
05/14/20	05/15/20	9402	24137460136000879049673	THE DRIVE IN CONDON OR <i>lunch-meeting</i>	\$27.50 <i>A10</i>
05/18/20	05/19/20	5942	24692160139100041145647	PAYMENT - THANK YOU	\$1,001.12 -
				USPS PO 4017920823 <i>planning Postage</i>	\$8.25 <i>005</i>
				CONDON OR	
				AMZN Mktp US*MC2654WL2	\$114.96 <i>W10</i>
				Amzn.com/bill WA <i>postcards-Water Q</i>	

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	\$ 338.37

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.

Project: 1538 - Condon City Hall Remodel
128 S. Main Street
Condon, Oregon 97823

Prime Contract Change Order Request #001: PCCO #01

TO:	City of Condon PO Box 445 Condon, Oregon 97823	FROM:	Kirby Nagelhout Construction Company 63049 Lower Meadow Dr. Bend, Oregon 97701
CHANGE ORDER REQUEST NUMBER / REVISION:	001 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - In Review	CREATED BY:	Michael Van Pelt (Kirby Nagelhout Construction Company)
SCHEDULE IMPACT:		DATE CREATED:	6/18/2020
		TOTAL AMOUNT:	\$19,050.00

CHANGE ORDER REQUEST TITLE: PCCO #01

CHANGE ORDER REQUEST DESCRIPTION:

CE #001 - Add Asbestos & Lead Removal Subcontract

CE #002 - Floor joist spacing and subfloor plywood

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
001	City of Condon	CE #001 - Add Asbestos & Lead Removal Subcontract		\$18,220.00
002	City of Condon	CE #002 - Floor joist spacing and subfloor plywood		\$830.00
Total:				\$19,050.00

Gail Sargent (LRS Architects, Inc.)
720 NW Davis St., Suite 300
Portland, Oregon 97209

City of Condon
PO Box 445
Condon, Oregon 97823

Kirby Nagelhout Construction Company
63049 Lower Meadow Dr.
Bend, Oregon 97701

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into effective on _____, 2020 (the “**Effective Date**”), by and between Condon School District 25J (“**Seller**”), whose address is 210 E. Bayard Street, Condon, OR 97823 and City of Condon (“**Buyer**”), whose address is 128 S. Main Street, Condon, OR 97823.

RECITALS:

- A. Seller owns real property located in Gilliam County, Oregon described on attached Exhibit A (“**Property**”). The Property is comprised of two parcels: 1) The School Parcel which includes tax accounts 594 and 595 (“**School Parcel**”); and the Field Parcel which includes tax accounts 627, 628, and 629 (“**Field Parcel**”).
- B. Seller agrees to sell to Buyer the Property (together with all rights and appurtenances associated therewith, including any right, title and interest of Seller in and to adjacent public streets, alleys, sidewalks and rights-of-way), consisting of approximately 5.23 acres in Gilliam County, Oregon.
- C. The Seller desires to lease back the School Parcel through August 31, 2022.
- D. Subject to the terms and conditions contained in this Agreement, Buyer desires to purchase the Property from Seller (the “**Transaction**”).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RECITALS

The recitals are hereby incorporated into this Agreement by reference.

2. SALE OF PROPERTY AND LEASE OF SCHOOL PARCEL

2.1 Purchase Price. The purchase price for the property will \$0.00 plus other valuable consideration.

2.2 Lease of School Parcel. Within 30 days of the execution of this Agreement, the parties shall enter into a lease of the School Parcel effective from the date of Closing to August 31, 2022. The lease shall be at no cost, and Seller shall be responsible for all utilities, maintenance and insurance on the School Parcel for the duration of the lease. If major repairs are needed on the School Parcel, Seller will undertake such repairs, in its sole discretion, as needed for its use during the duration of the Lease. However, Seller shall not be obligated to

make any major repairs or renovations and Buyer will accept the School Parcel “AS IS” at the end of the Lease term (“**Lease**”). This provision shall survive closing.

3. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

3.1 Authority; Binding Obligation; No Conflicts. Subject to the condition that the Seller’s Board must declare the Property Surplus and the limitations described in paragraph 3.6 below, Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller’s obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement referenced herein, constitute a valid and binding agreement of Seller. Seller’s execution, delivery, and performance of this Agreement, and any agreement referenced herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Property. Seller has good title to the Property free and clear of any lien, mortgage, pledge, or security interest. Seller will transfer and convey the Property to Buyer free and clear of any and all Encumbrances except for the Permitted Closing Encumbrances. For purposes of this Agreement, “**Encumbrance(s)**” means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, or other encumbrance.

3.3 Compliance with Laws. To the Knowledge of Seller, the Property is in compliance with any and all Legal Requirements. To the Knowledge of Seller, no event has occurred or circumstances exist that may result in Seller and/or the Property’s failure to comply with any Legal Requirement. Seller and/or the Property are not subject to any judgment and/or order and there are no actions, judgments, suits, audits, hearings, proceedings, orders, investigations, and/or claims pending or threatened against Seller and/or the Property (or any portion thereof), including, without limitation, any pending or threatened condemnation proceeding, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency, and/or instrumentality. “**Legal Requirement(s)**” means any and all laws, statutes, ordinances, codes, regulations, orders, rules, covenants, conditions, easements, declarations, leases, liens, and restrictions directly or indirectly affecting or concerning the ownership, use, condition, maintenance, leasing, and/or operation of all or any part of the Property, including, without limitation, all Environmental Laws (as defined below). For purposes of this Section 3, “**Knowledge of Seller**” means the actual knowledge of the representative signing this Agreement below without investigation or inquiry.

3.4 Environmental. Seller shall within fifteen (15) calendar days deliver to Buyer complete copies of any and all environmental reports, studies, analyses, surveys, tests, and site assessments relating to the Property in Seller or any member of Seller’s possession, all without representations or warranties of any kind or nature whatsoever and also on the express condition that Buyer may not rely on such reports, etc. without obtaining assurances from the preparers (at Buyer’s cost and expense). Seller is not a party to any contract, settlement agreement, or other

similar arrangement that requires or may require Seller to have any liability or obligation of any kind arising out of any Environmental Law related to the Property. Seller has not received any verbal and/or written notice from any governmental authority or other person regarding any actual, alleged, or potential failure of the Property to comply with any Environmental Law. No action, arbitration, audit, hearing, investigation, litigation, suit, or other proceeding is pending or, to the Knowledge of Seller threatened against Seller or the Property relating to the failure of the Property to comply with any Environmental Law.

As used in this Agreement, the term “**Environmental Law(s)**” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

3.5 Non-Foreign Person. Seller is not a “foreign person” for purposes of Internal Revenue Code Section 1445.

3.6 Bond Funds. A portion of the School Parcel was improved using the proceeds of a School Bond. The City will not lease or sell the School Parcel, as defined in this Agreement, until after June 15, 2023. The parties agree to include any necessary language in the closing documents required by Seller’s Bond and tax counsel. This provision shall survive closing.

3.7 Accuracy of Representations and Warranties. None of Seller’s representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

3.8 School Board Declaration. As an express condition to Closing, Seller’s Board must have declared the Property surplus by May 13, 2020. If Seller’s Board has not declared the Property Surplus by this date, then this Agreement shall automatically terminate and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

4. BUYER’S REPRESENTATIONS AND WARRANTIES

4.1 Buyer Representations and Warranties. Buyer has full power and authority to sign and deliver this Agreement and to perform all of Buyer’s obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement contemplated herein, constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms. Buyer’s execution, delivery, and performance of this Agreement, and any agreement contemplated herein, will not result in a breach or violation of, nor constitute a default under, any

agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Brokers or Finders. Buyer has not retained the services of a real estate broker or agent in connection with this Agreement or the Transaction, nor incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the Transaction.

4.3 Accuracy of Representations and Warranties. None of Buyer's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

5. BUYER'S DUE DILIGENCE, CONDITIONS TO CLOSING, OBLIGATIONS OF SELLER AND BUYER

5.1 Preliminary Title Report. Within fifteen (15) calendar days after the Effective Date, Seller will order, at Seller's cost and expense, a preliminary title report showing the condition of the title to the Property, together with complete and legible copies of all exceptions listed therein (collectively, the "**Preliminary Commitment**"). Buyer will have no more than thirty (30) calendar days after Buyer's receipt of the Preliminary Commitment within which to give notice in writing to Seller (the "**Notice of Unpermitted Exceptions**") of Buyer's disapproval of any exceptions shown in the Preliminary Commitment. If Buyer fails to provide Seller the Notice of Unpermitted Exceptions within the thirty (30) day period, Seller will provide Buyer a written notice (the "**Title Notice**"). If Buyer fails to respond within fifteen (15) calendar days of the Title Notice, all exceptions set forth in the Preliminary Commitment will be Permitted Closing Encumbrances (as defined below). If Buyer timely provides Seller the Notice of Unpermitted Exceptions, Seller will notify Buyer in writing (the "**Notice of Response**") within fifteen (15) calendar days after Seller's receipt of the Notice of Unpermitted Exceptions whether Seller is willing and able to remove the unpermitted exceptions identified in the Notice of Unpermitted Exceptions (as determined by Seller in its sole discretion). If Seller is willing and able to remove such unpermitted exceptions, Seller will do so at or prior to Closing. If Seller is not willing or is unable to remove such unpermitted exceptions, Buyer may, by written notice to Seller (the "**Notice of Decision**") within fifteen (15) calendar days after Buyer's receipt of the Notice of Response, exercise any of the following rights or remedies: (a) Buyer may terminate this Agreement and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Property, except those intended to survive termination of this Agreement; (b) Buyer may accept the unpermitted exceptions that Seller is unwilling or unable to remove; or (c) Buyer may, with the written consent of Seller (which Seller will not unreasonably withhold), attempt to remove the unpermitted exceptions or any of them at Buyer's sole cost and expense and without a reduction of the Purchase Price, in which event Seller agrees to cooperate with Buyer so long as Seller does not have to incur any costs or expenses or attend any meetings. If Buyer fails to deliver the Notice of Decision to Seller within said fifteen (15) calendar day period, then Seller shall provide Buyer with a written notice. If Buyer does not provide a written waiver of the unpermitted exceptions, Buyer is deemed to have rejected the

unpermitted exceptions that Seller did not agree to remove in the Notice of Response and this Agreement will terminate.

The term “**Permitted Closing Encumbrances**” means any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) to which Buyer does not object to within the time period(s) required by this Section 5.1; any unpermitted exceptions appearing in the Notice of Unpermitted Exceptions that Seller does not agree to cure in the Notice of Response; any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) caused by Buyer; and any matters that would be disclosed on an accurate survey of the Property (unless Buyer obtains an accurate survey of the Property prior to Closing).

5.2 Due Diligence, Inspections, Cooperation, and Environmental Reports.

5.2.1 Buyer will have thirty (30) calendar days commencing from the Effective Date within which to complete an inspection and examination of the respective properties for the purpose of investigation and decision to consummate the Transaction, at Buyer’s sole discretion and sole cost which will include, without limitation, examining the Property for the following (“**Due Diligence Period**”): (a) the Property’s physical condition; and (b) the presence or absence of any Hazardous Substances. During the Due Diligence Period, Buyer may obtain Buyer’s cost and expense a Level I and II (if needed) Environmental Site Assessment (“**Environmental Report**”) related to the Property and conduct other studies and/or investigation(s) including, without limitation, geotechnical investigation and sampling. As used in this Agreement, the term “**Hazardous Substance(s)**” means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

5.2.3 During the Due Diligence Period and during the term of this Agreement, Buyer is permitted to make inquiries, conduct meetings, and file land use applications with the appropriate governmental agencies regarding the potential development of the applicable property. If requested by the Buyer, Seller agrees to reasonably cooperate with the Buyer’s efforts to obtain entitlements for the applicable property (such as signing applications as the owner of the applicable property), provided, however, that each side will be responsible to pay their own attorneys’ fees and expert fees. Buyer, in its sole discretion, may terminate this transaction during the Due Diligence Period by written notice to Seller.

5.2.4 Prior to entry on the Property, Buyer shall provide the Seller with evidence that Buyer maintains commercial general liability insurance with limits of loss of at least \$2,000,000 combined single limit for personal injury and property damage, and that the Seller is an additional insured on such insurance policy. Buyer agrees to indemnify, defend and hold the Seller harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorneys’ fees at trial and on appeal) arising from or related to entry on the Seller’s Property by agents, employees, contractors or invitees. Buyer also agrees to restore the Property to the condition it was in prior to entry thereon Buyer and its agents, employees, contractors or invitees. Buyer’s obligations contained in this Section 5.2

herein shall survive the Closing or termination of this Agreement.

6. CLOSING

6.1 Closing Date. The Parties will close this Transaction with Amerititle, The Dalles, Escrow Company (the “**Title Company**”). The closing of the Transaction (the “**Closing**”) will take place in escrow at Title Company within thirty (30) calendar days after the expiration, or waiver by Buyer, of the Due Diligence Period. If Closing does not occur on or before July 1, 2020 either Party may terminate this Agreement (unless such failure to close is a result of a breach of this Agreement by the applicable party attempting to terminate) and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement (the “**Closing Deadline**”). The date the Deed is recorded in the official records of Gilliam County, Oregon is the “**Closing Date**”.

6.2 Buyer Obligations. At the Closing, Buyer will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) the Lease; (b) a buyer’s closing statement; and (c) any other documents reasonably required by the Title Company to complete the Closing.

6.3 Seller Obligations. At the Closing, Seller will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) a Statutory Warranty Deed, subject to only the Permitted Closing Encumbrances (the “**Deed**”); (b) a nonforeign affidavit for purposes of Internal Revenue Code § 1445; (c) the appropriate Oregon withholding tax forms; (d) a seller’s closing statement; and (e) any other documents reasonably required by the Title Company to complete the Closing. At the Closing, Seller shall deliver exclusive possession of the Property to Buyer, subject to the lease of the School Parcel to Seller.

6.4 Prorations; Closing Costs. Any utilities, rents, real estate taxes and assessments, and other similar expenses with respect to the Property will be prorated between Seller and Buyer as of the 12:01 a.m. on the Closing Date as if Buyer were vested with title to the Property during the entire day upon which Closing occurs. The proration will be made at the Closing to the extent possible. Seller will pay one-half of the any escrow fees and the premium for a standard coverage title insurance policy. Buyer will pay one-half of the any escrow fees, the cost of any survey obtained by Buyer, the premium for extended title insurance coverage and for endorsements to the title insurance policy (if desired by Buyer), and the fee to record the Deed.

6.5 Title Insurance. Within fifteen (15) calendar days after the Closing Date, Title Company will furnish Buyer with an ALTA standard form Owner’s Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Property subject only to Title Company’s standard preprinted exceptions and the Permitted Closing Encumbrances. Buyer may obtain, at Buyer’s cost any extended title insurance coverages or endorsements requested by Buyer.

6.5 AS IS PROVISIONS – NO OTHER WARRANTIES. BUYER ACKNOWLEDGES, AGREES AND WARRANTS TO SELLER THAT BUYER WILL CONDUCT ITS OWN INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS OF THE PROPERTY PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD AND CLOSING, AND BUYER HAS BEEN GIVEN SUFFICIENT TIME PRIOR TO ENTERING INTO THIS AGREEMENT AND WILL BE GIVEN ENOUGH TIME PRIOR TO THE DUE DILIGENCE PERIOD EXPIRATION TO THOROUGHLY CONDUCT SUCH INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS, AND WILL BE RELYING SOLELY ON SUCH INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS IN DECIDING WHETHER TO PURCHASE THE PROPERTY SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3. NEITHER SELLER, NOR ANY REAL ESTATE BROKER OR AGENT NOR ANYONE ACTING OR CLAIMING TO ACT FOR, ON BEHALF OF OR AS A REPRESENTATIVE OF ANY SUCH PARTY HAS MADE ANY REPRESENTATION, WARRANTY OR GUARANTY CONCERNING THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ON WHICH BUYER IS OR WILL BE RELYING IN PURCHASING THE PROPERTY. SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, ON CLOSING, BUYER WILL PURCHASE THE PROPERTY “AS-IS”, ON A “WHERE-IS” BASIS, AND “WITH ALL FAULTS”.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, ON CLOSING, BUYER WILL PURCHASE THE PROPERTY SUBJECT TO: (1) ALL LATENT AND PATENT DEFECTS, ERRORS AND OMISSIONS, IN THE PROPERTY; (2) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, LAW OR REGULATION; (3) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO BE USABLE FOR ANY PRESENT OR EXPECTED USE; AND (4) ANY HAZARDOUS SUBSTANCES, PETROLEUM, PETROLEUM-BASED PRODUCTS, HYDROCARBON, RADON, MOLD, ASBESTOS, RADON, RADIOACTIVE MATERIAL, POLYCHLORINATED BIPHENYLS, LEAD PAINT OR OTHER TOXIC MATERIALS OR SUBSTANCES OF ANY KIND IN, ON, OVER, UNDER OR ABOUT THE PROPERTY.

THE PROVISIONS OF THIS SECTION 6.5 ARE A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT AND SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT THE PROVISIONS OF THIS SECTION 6.5. BUYER AND SELLER SHALL INITIAL BELOW THIS INDICATING THEIR SPECIFIC AGREEMENT TO THE PROVISIONS CONTAINED IN THIS SECTION 6.5.

SELLER

BUYER

7. TERMINATION AND DEFAULT

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon notice from one party to the other if Closing has not occurred by the Closing Deadline (unless such failure to close is a result of a breach of this Agreement by the applicable party attempting to terminate); or (b) automatically pursuant to the terms of Section 3.8. Upon termination pursuant to this Section 7.1, neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

7.2 Seller Default. If Seller breaches and/or otherwise fails to perform any of Seller's obligations contained in this Agreement, time of payment and performance being of the essence, Buyer will have any and all remedies available at law or in equity, including the right of immediate ex parte pre-judgment relief as provided by the Oregon Rules of Civil Procedure (without posting a bond). All available remedies are cumulative and may be exercised singularly or concurrently. This provision will not merge into the Deed and will survive the Closing.

7.3 Buyer Default. If Buyer breaches and/or otherwise fails to perform any of Buyer's obligations contained in this Agreement, time of payment and performance being of the essence, Seller will have the right, any and all remedies available at law or in equity, including upon written notice to Buyer, to terminate this Agreement.

7.4 Notice of Default. Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the defaulting party fifteen (15) calendar days' prior written notice (the "**Default Notice**") specifying with reasonable particularity all defaults under this Agreement that the non-defaulting party believes exist. The defaulting party will have the right to cure the alleged defaults within fifteen (15) calendar days after receipt of the Default Notice to avoid any breach under this Agreement.

7.5 Remedies. Seller acknowledges that the remedies available at law for any breach of this Agreement by Seller will, by their nature, be inadequate. Accordingly, Buyer may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond.

8. CONDEMNATION

If, prior to the Closing, all or any material portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact in writing. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by

condemnation and Buyer shall be deemed to have accepted the Property subject to the taking without a reduction in the Purchase Price

9. GENERAL PROVISIONS

9.1 Survival; Time of Essence. All representations and warranties made in this Agreement will survive the Closing of the Transaction for a period of two (2) years and will not merge into the Deed (meaning that applicable party must commence legal proceeding within such period or else all such enforcement rights automatically expire). Time is of the essence with respect to each and every obligation of the parties hereunder.

9.2 Attorney Fees. With respect to any dispute arising from or relating to this Agreement (even if such dispute arises after the Closing), or if a suit, action, arbitration, appeal, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.3 Assignment; Binding Effect; Notices. Neither party may assign, pledge, or otherwise transfer this Agreement without the consent of the other party, which consent may be withheld in such party's sole discretion. Subject to the foregoing, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9.4 Entire Agreement; Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction including, without limitation, the letter of intent entered into by the Parties. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.5 Governing Law; Venue; Dispute Resolution. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the

parties to this Agreement or the subject matter of this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the circuit court of Gilliam County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Gilliam, Oregon. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a “**Dispute**”), Buyer and Seller will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved as provided in this Agreement.

9.6 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

9.7 Person; Interpretation; Performance. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. If the date on which a performance is not otherwise specified, such performance shall be in “calendar” days. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

9.8 Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.9 Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

9.10 Further Assurances; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.11 Expenses. Except as otherwise provided in this Agreement, each party will bear the party's own fees, costs, and expenses incurred in connection with the Transaction, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Transaction.

9.12 Brokers. Neither party has been represented by a broker in connection with the negotiation and execution of this Agreement. Each party hereby represents and warrants to and agree with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission or other similar compensation ("**Commission**") shall or may become due or payable in connection with the transactions contemplated hereby. Each party shall indemnify, protect, defend and hold the other party and each employee, director, officer, agent, and representative of the other Party harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by such party by reason of any breach or inaccuracy of the representation, warranty and agreement contained in this Section.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the Effective Date.

Buyer:

City of Condon

By:

Its:

Date Signed: _____, 2020

Seller:

Condon School District 25J

By:

Its:

Date Signed: _____, 2020

Exhibit A
Legal Description of Property



Property Profile

Prepared For:

Sharon Smith

Property Address:

220 S East St, Condon, OR 97823

Property Parcel Number:

04S21E10DB-1400

Includes the following:

- Last Vesting Document
- Tax Information
- Plat Map

Prepared by:

Sheri Magill

Please email your customer service requests to thedalles@amerititle.com

Serving Gilliam, Sherman and Wasco Counties!

The following information is provided at no cost and is for informational purposes only. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, the company assumes no liability for any errors or omissions contained herein.

H.K.Shirk

Deed

to

School District #25,

Filed for record May 12, 1923, A.D. 9:00 A.M.

Gilliam Co. Oregon.

J.C. Sturgill County Clerk.

KNOW ALL MEN BY THESE PRESENTS, That I, H.K.Shirk, a single man, of Condon, County of Gilliam and State of Oregon, in consideration of Ten and no/100 Dollars, and other valuable considerations, to me paid by School District Number 25, Gilliam County Oregon, of Gilliam County, Oregon, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said School District Number 25, and its successors and assigns, all the following bounded and described real property, situated in the County of Gilliam and State of Oregon: Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), and nine (9) in block Sixty (60) of Lancasters Addition to the City of Condon, according to the official maps and plats thereof now on file and of record in the office of the County Clerk of said County and State, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all my estate, right, title and interest in and to the same, including dower and claim of dower. 50¢ I.R.S. att'd. and cancelled

TO HAVE AND TO HOLD the above described and granted premises unto the said School District Number 25, successors and assigns forever. And H.K.Shirk grantor above named do covenant to and with School District No. 25, the above named granted successors and assigns that I will and my heirs, executors, and administrators, shall warrant and defend the above granted premises, and every part and parcel thereof against the acts and deeds of said grantor, and all persons claiming by, from, through or under the said grantor unto the said grantee successors and assigns forever.

IN WITNESS WHEREOF, I the grantor above named hereunto set hand and seal this 23rd day of April, 1923.

signed, sealed and delivered in
the presence of us as witnesses.

H.K.Shirk

(seal)

Chas. H. Horner

E.W. Moore

State of Oregon)

County of Gilliam) ss.

BE IT REMEMBERED, That on this 23rd day of April, 1923, A.D. before me the undersigned, a Notary Public in and for the said county and state personally appeared the within named H.K.Shirk, a single man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Chas. H. Horner; Notary Public for Oregon.
My commission expires 11-28-24.

not. rial seal.

3685

Chas H Horner et ux } Warranty Deed
to } Filed for record July 17, 1920 at 11 o'clock A.M.
School Dist #25 } J.E. Schroeder, County Clerk

Know All Men By These Presents, that we, Chas H Horner and Cressie Horner, husband and wife, of Gilliam county state of Oregon, in consideration of one thousand and no/100 dollars, to us paid by School District Number 25, of Gilliam county, state of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said School District Number 25, successors and assigns, all the following bounded and described real property situated in the county of Gilliam and state of Oregon: all of block numbered thirty-eight (38) in East Addition to the city of London, Oregon, in accordance with the official maps and plats thereof now on file and of record in the office of the County Clerk of Gilliam county, Oregon, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower. To have and to hold the above described and granted premises, unto the said School District number 25, successors and assigns forever. And Chas H Horner and Cressie Horner, grantors above named do covenant to and with School District number 25 of Gilliam county, Oregon, the above named grantee successors and assigns that we are lawfully seized in fee simple of the above granted premises that the above granted premises are free from all incumbrances except the 1919 taxes, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever except said taxes. In Witness Whereof, the grantors above named have hereunto set our hands and seals this 14th day of July 1920

\$1.00 I.R.S. affixed & cancelled

Chas H Horner (Seal)

Executed in presence of C.W. Laghrige, H.L. Schilling

Cressie Horner Seal

State of Oregon, county of Gilliam, ss

Be It Remembered, that on this 14th day of July A.D. 1920, before me, the undersigned, notary public in and for said county and state, personally appeared the within named Chas H Horner and Cressie Horner, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily. In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written

C.W. Laghrige, Notary Public for Oregon
My commission expires Feb'y 28, 1924

Notarial Seal

DEED TO OWNER

KNOW ALL MEN BY THESE PRESENTS, That Gilliam County, in the State of Oregon, a public corporation, by and through James O. Burns, County Judge, and Lester Brooks and Clarence Potter, County Commissioners of Gilliam County, in consideration of the sum of \$ 80.00 to said GILLIAM COUNTY paid by ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, as provided by law, for conveyance to the purchaser or its assigns, of real property acquired by Gilliam County hereinafter described, which said County does hereby grant, bargain, sell and convey unto ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, to-wit:

Lots 9, 10, 11 and 12, Block 11, Ward's Addition to the City of Condon in accordance with plat of record in Gilliam County, Oregon.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME unto said ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, its heirs and assigns forever.

IN WITNESS WHEREOF, said GILLIAM COUNTY, a public corporation, pursuant to Resolution of the County Court thereof, duly and legally adopted, has caused these presents to be signed by its County Judge and Commissioners and its seal hereunto affixed this the 7th day of March, 1973.

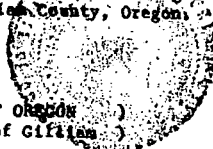
GILLIAM COUNTY, OREGON



STATE OF OREGON)
County of Gilliam)

James O. Burns
James O. Burns, County Judge
Lester Brooks
Lester Brooks, County Commissioner
Clarence Potter
Clarence Potter, County Commissioner

THIS CERTIFIES, that on this 7th day of March, 1973, before me, the undersigned County Clerk of Gilliam County, Oregon, personally appeared the within named James O. Burns, County Judge, and Lester Brooks and Clarence Potter, County Commissioners of Gilliam County, Oregon, who are known to me to be the identical persons named in and who, sitting for the transaction of County business, executed the within instrument and acknowledged to me that they executed the same for and on behalf of Gilliam County, Oregon.



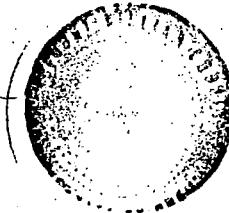
STATE OF OREGON)
County of Gilliam)

Marianne Anderson
Marianne Anderson, Gilliam County Clerk

THIS CERTIFIES that the within instrument was received for record and by me duly recorded in Gilliam County records:

Volume 53, Page 151, of Gilliam County Deed Records, this 12th day of March, 1973, at 8:30 o'clock A.M.

Marianne Anderson
Marianne Anderson, County Clerk



1967/80

KNOW ALL MEN BY THESE PRESENTS, That JOHN HABESHON

hereinafter called the grantor, for the consideration hereinafter stated,
to grantor paid by CONDON ADMINISTRATIVE SCHOOL DISTRICT NO. 25

hereinafter called the grantee,
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Gilliam and State of Oregon, described as follows, to-wit:

Lots 7 and 8 of Block 11, Ward's Addition to Condon,
according to the plat of record now on file at the
office of the County Clerk, Gilliam County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-
ful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$200.00
~~REMARK: This deed is subject to the provisions of Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.~~
~~REMARK: This deed is subject to the provisions of Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.~~

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 13th day of February, 1973.

JOHN HABESHON

STATE OF OREGON, County of Gilliam) ss. February 13th, 1973
appeared the above named JOHN HABESHON

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: *N. M. Bennett*
Notary Public for Oregon
My commission expires March 5, 1976

ONE should delete the symbols (1), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

JOHN HABESHON

TO

CONDON ADMINISTRATIVE
SCHOOL DISTRICT NO. 25

AFTER RECORDING RETURN TO

INDEXED STATE OF OREGON, #69552 69552

County of GILLIAM

I certify that the within instru-
ment was received for record on the
13th day of February, 1973,
at 2:40 o'clock P.M., and recorded
in book 53 on page 133.
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Marianne Anderson
Marianne Anderson
Gilliam County Clerk Title.

By Deputy

KNOW ALL MEN BY THESE PRESENTS, That Frank E. Selby and Colleen E. Selby, husband and wife, grantor.s.
in consideration of Ten and no/100 (\$10.00) Dollars,
to Gilliam County paid by School District # 25, Gilliam County, Oregon
do hereby grant, bargain, sell and convey unto the said grantee, its heirs and assigns, all
the following real property, with the tenements, hereditaments and appurtenances, situated in the County
of Gilliam and State of Oregon, bounded and described as follows, to-wit:

All of Block 66 in Lancaster's
Addition to the City of Condon.



To Have and to Hold the above described and granted premises unto the said grantee, its
heirs and assigns forever.

And the grantor.s. do covenant that they are lawfully seized in fee simple of the
above granted premises free from all encumbrances, except for 1955-1956 taxes.

and that its will and heirs, executors and administrators, shall warrant and forever
defend the above granted premises, and every part and parcel thereof, against the lawful claims and
demands of all persons whomsoever.

Witness my hand and seal this 7th day of October, 1955.

STATE OF OREGON,

County of Gilliam ss. On this 7th day of October, 1955,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the
within named Frank E. Selby and Colleen E. Selby, husband and wife,

who are known to me to be the identical individual.s. described in and who executed the within
instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Notary Public for Oregon.
My Commission expires 9/3/59

WARRANTY DEED

(FORM No. 641)

TO

STATE OF OREGON,

County of Gilliam

INDEXED

I certify that the within instru-
ment was received for record on the
13th day of October, 1955, at 10:55 o'clock A.M.,
and recorded in book 36 on
page 241. Record of Mortgages of
said County.

Witness my hand and seal of
County affixed.

Notary Public for Oregon.
My Commission expires 9/3/59

NOTARY PUBLIC STATE OF OREGON



Gilliam County Property Summary Report

Report Date: 4/24/2020 1:23:25 PM

Disclaimer

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Account Summary

Account Information

Mailing Name: SCHOOL DISTRICT #25
Map and Taxlot: 04S21E10DB-04700
Account: 629
Tax Status: Taxable
Situs Address: UNDETERMINED SITUS ADDRESS

Property Taxes

Current Tax Year: 2019
Tax Code Area: 0001

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 0.23
Property Class: 920

Ownership

Mailing Address:
SCHOOL DISTRICT #25
210 E BAYARD ST
CONDON, OR 97823

Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

Current Assessed Values:

Maximum Assessed \$5,624

Assessed Value \$5,250

Veterans Exemption \$0.00

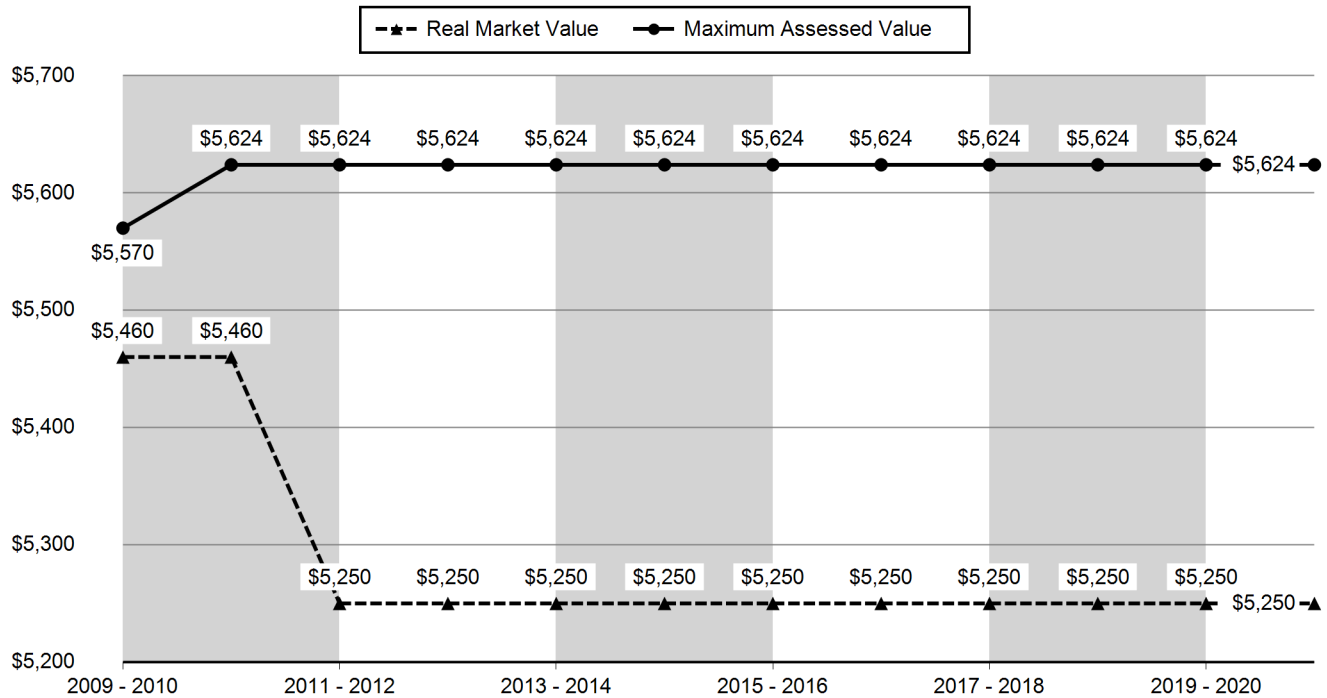
Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Real Market Value - Land	\$5,460	\$5,460	\$5,250	\$5,250	\$5,250
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$5,460	\$5,460	\$5,250	\$5,250	\$5,250
Maximum Assessed Value	\$5,570	\$5,624	\$5,624	\$5,624	\$5,624
Total Assessed Value	\$5,460	\$5,460	\$5,250	\$5,250	\$5,250
Exemption Value	\$0	\$0	\$0	\$0	\$0

2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
\$0	\$0	\$0	\$0	\$0	\$0
\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
\$5,624	\$5,624	\$5,624	\$5,624	\$5,624	\$5,624
\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
\$0	\$0	\$0	\$0	\$0	\$5,250

2020 - 2021
\$5,250
\$0
\$5,250
\$5,624
\$5,250
\$0



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
-----------	--------	-------	-------------	-----------	-----------

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
OWNER	CONDON ADMINISTRATIVE SCHOOL DIST #25 ,		100.00%
Taxpayer	SCHOOL DISTRICT #25,		100.00%
			200.00%



Gilliam County Property Summary Report

Report Date: 4/24/2020 1:22:29 PM

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Account Summary

Account Information

Mailing Name: SCHOOL DISTRICT #25
Map and Taxlot: 04S21E10DB-04600
Account: 628
Tax Status: Taxable
Situs Address: UNDETERMINED SITUS ADDRESS

Property Taxes

Current Tax Year: 2019
Tax Code Area: 0001

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 0.46
Property Class: 920

Ownership

Mailing Address:
SCHOOL DISTRICT #25
210 E BAYARD ST
CONDON, OR 97823

Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

Current Assessed Values:

Maximum Assessed \$10,444

Assessed Value \$9,750

Veterans Exemption \$0.00

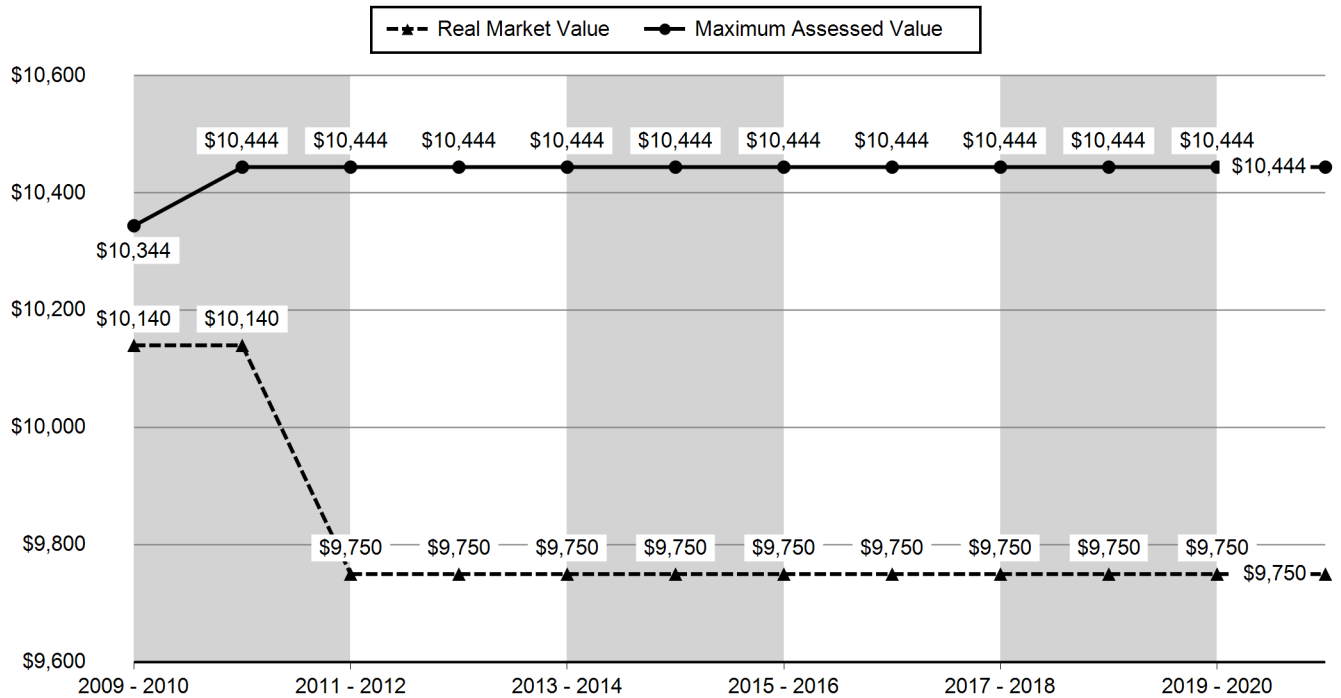
Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Real Market Value - Land	\$10,140	\$10,140	\$9,750	\$9,750	\$9,750
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$10,140	\$10,140	\$9,750	\$9,750	\$9,750
Maximum Assessed Value	\$10,344	\$10,444	\$10,444	\$10,444	\$10,444
Total Assessed Value	\$10,140	\$10,140	\$9,750	\$9,750	\$9,750
Exemption Value	\$0	\$0	\$0	\$0	\$0

2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
\$9,750	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750
\$0	\$0	\$0	\$0	\$0	\$0
\$9,750	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750
\$10,444	\$10,444	\$10,444	\$10,444	\$10,444	\$10,444
\$9,750	\$9,750	\$9,750	\$9,750	\$9,750	\$9,750
\$0	\$0	\$0	\$0	\$0	\$9,750

2020 - 2021
\$9,750
\$0
\$9,750
\$10,444
\$9,750
\$0



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
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Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
Taxpayer	SCHOOL DISTRICT #25,		100.00%
OWNER	ADMINISTRATIVE SCHOOL DISTRICT NO 25 ,		100.00%
			200.00%



Gilliam County Property Summary Report

Report Date: 4/24/2020 1:21:34 PM

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Account Summary

Account Information

Mailing Name: SCHOOL DISTRICT #25
Map and Taxlot: 04S21E10DB-04500
Account: 627
Tax Status: Taxable
Situs Address: UNDETERMINED SITUS ADDRESS

Property Taxes

Current Tax Year: 2019
Tax Code Area: 0001

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 1.38
Property Class: 920

Ownership

Mailing Address:
SCHOOL DISTRICT #25
210 E BAYARD ST
CONDON, OR 97823

Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

Current Assessed Values:

Maximum Assessed \$39,418

Assessed Value \$36,800

Veterans Exemption \$0.00

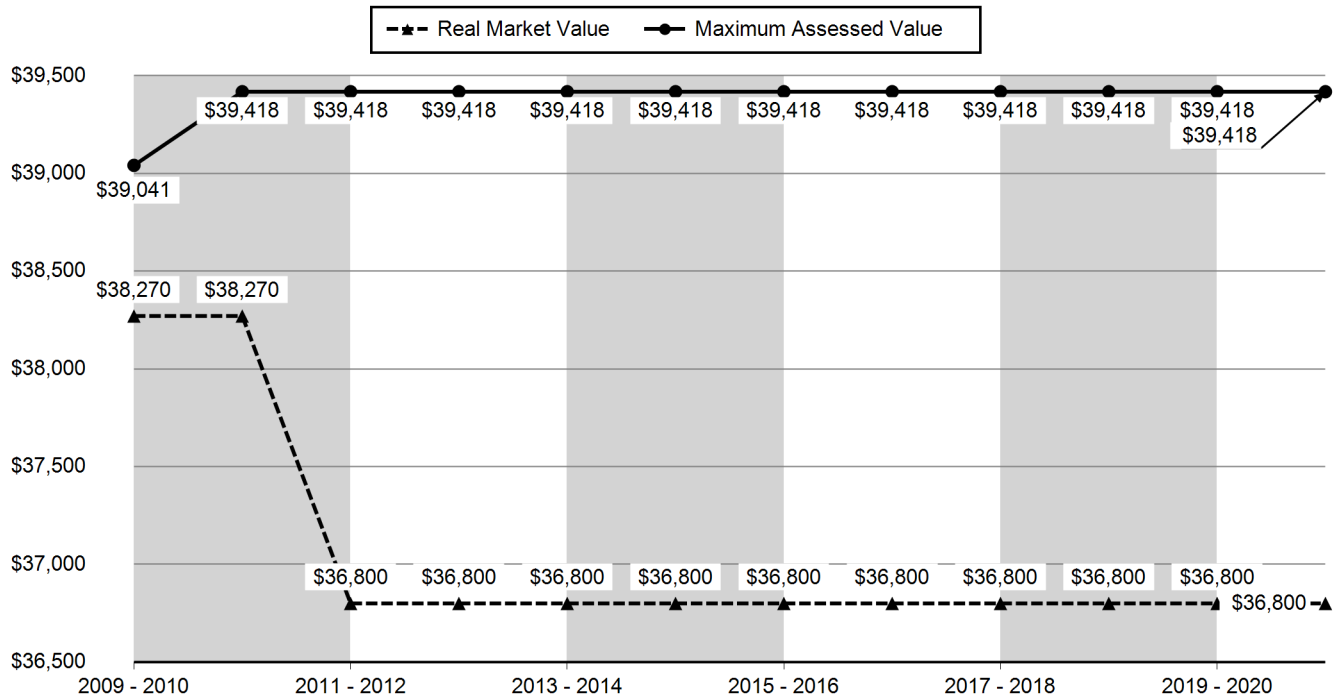
Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Real Market Value - Land	\$38,270	\$38,270	\$36,800	\$36,800	\$36,800
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$38,270	\$38,270	\$36,800	\$36,800	\$36,800
Maximum Assessed Value	\$39,041	\$39,418	\$39,418	\$39,418	\$39,418
Total Assessed Value	\$38,270	\$38,270	\$36,800	\$36,800	\$36,800
Exemption Value	\$0	\$0	\$0	\$0	\$0

2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
\$36,800	\$36,800	\$36,800	\$36,800	\$36,800	\$36,800
\$0	\$0	\$0	\$0	\$0	\$0
\$36,800	\$36,800	\$36,800	\$36,800	\$36,800	\$36,800
\$39,418	\$39,418	\$39,418	\$39,418	\$39,418	\$39,418
\$36,800	\$36,800	\$36,800	\$36,800	\$36,800	\$36,800
\$0	\$0	\$0	\$0	\$0	\$36,800

2020 - 2021
\$36,800
\$0
\$36,800
\$39,418
\$36,800
\$0



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Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
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Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Error: Subreport could not be shown.



Gilliam County Property Summary Report

Report Date: 4/24/2020 1:20:58 PM

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Account Summary

Account Information

Mailing Name: SCHOOL DISTRICT #25
Map and Taxlot: 04S21E10DB-01500
Account: 595
Tax Status: Taxable
Situs Address: 220 S EAST ST , CONDON OR 97823

Property Taxes

Current Tax Year: 2019
Tax Code Area: 0001

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 1.58
Property Class: 921

Ownership

Mailing Address:
SCHOOL DISTRICT #25
210 E BAYARD ST
CONDON, OR 97823

Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

Current Assessed Values:

Maximum Assessed \$914,280

Assessed Value \$883,700

Veterans Exemption \$0.00

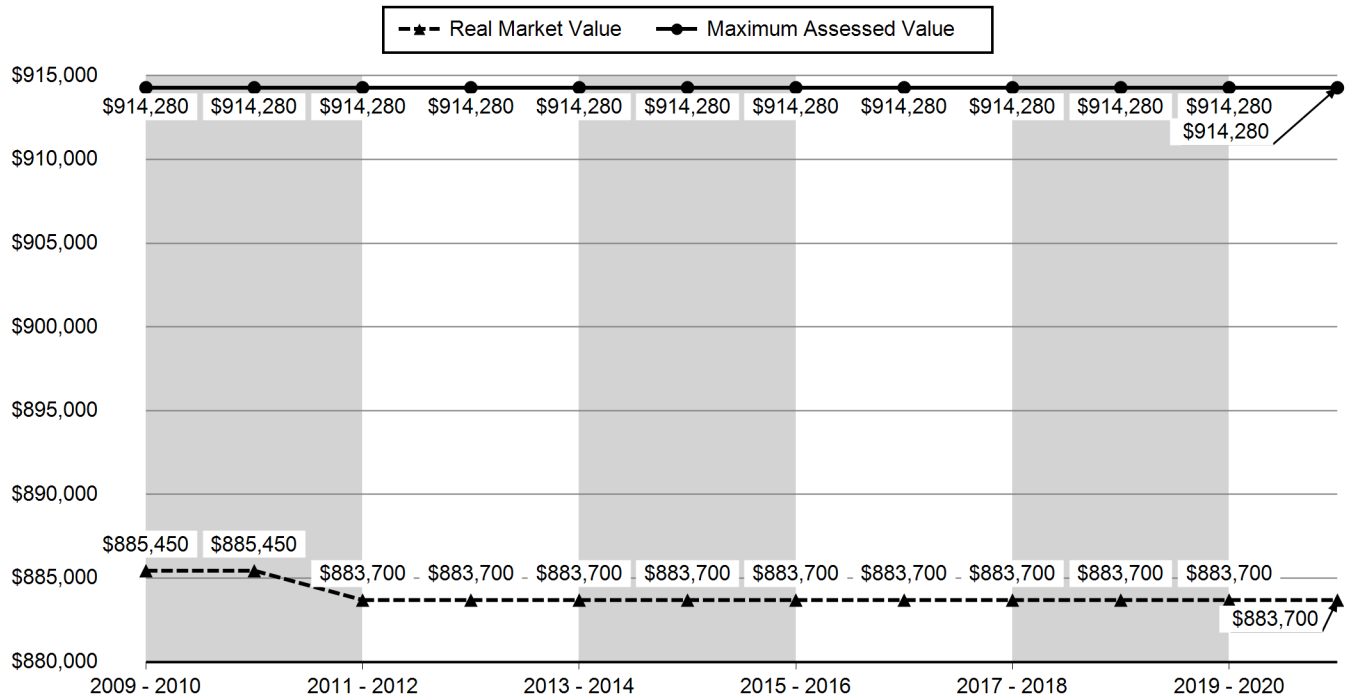
Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Real Market Value - Land	\$45,660	\$45,660	\$43,910	\$43,910	\$43,910
Real Market Value - Structures	\$839,790	\$839,790	\$839,790	\$839,790	\$839,790
Total Real Market Value	\$885,450	\$885,450	\$883,700	\$883,700	\$883,700
Maximum Assessed Value	\$914,280	\$914,280	\$914,280	\$914,280	\$914,280
Total Assessed Value	\$885,450	\$885,450	\$883,700	\$883,700	\$883,700
Exemption Value	\$0	\$0	\$0	\$0	\$0

2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
\$43,910	\$43,910	\$43,910	\$43,910	\$43,910	\$43,910
\$839,790	\$839,790	\$839,790	\$839,790	\$839,790	\$839,790
\$883,700	\$883,700	\$883,700	\$883,700	\$883,700	\$883,700
\$914,280	\$914,280	\$914,280	\$914,280	\$914,280	\$914,280
\$883,700	\$883,700	\$883,700	\$883,700	\$883,700	\$883,700
\$0	\$0	\$0	\$0	\$0	\$883,700

2020 - 2021
\$43,910
\$839,790
\$883,700
\$914,280
\$883,700
\$0



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
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Structures

Stat Class/Description	Improvement Description	Code Area	Year Built	Eff Year Built	Total Sq Ft
910 COMML - : Schools	Schools	0001	3000	3000	0

Error: Subreport could not be shown.

Land Characteristics

Land Description	Acres	Land Classification
OSD	0.00	OSD 8 - NONE

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
OWNER	SCHOOL DISTRICT #25 ,		100.00%
Taxpayer	SCHOOL DISTRICT #25,		100.00%
			200.00%



Gilliam County Property Summary Report

Report Date: 4/24/2020 1:19:13 PM

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Account Summary

Account Information

Mailing Name: SCHOOL DISTRICT #25
Map and Taxlot: 04S21E10DB-01400
Account: 594
Tax Status: Taxable
Situs Address: UNDETERMINED SITUS ADDRESS

Property Taxes

Current Tax Year: 2019
Tax Code Area: 0001

Assessment

Subdivision:
Lot:
Block:
Assessor Acres: 1.58
Property Class: 920

Ownership

Mailing Address:
SCHOOL DISTRICT #25
210 E BAYARD ST
CONDON, OR 97823

Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

Current Assessed Values:

Maximum Assessed \$44,784

Assessed Value \$41,810

Veterans Exemption \$0.00

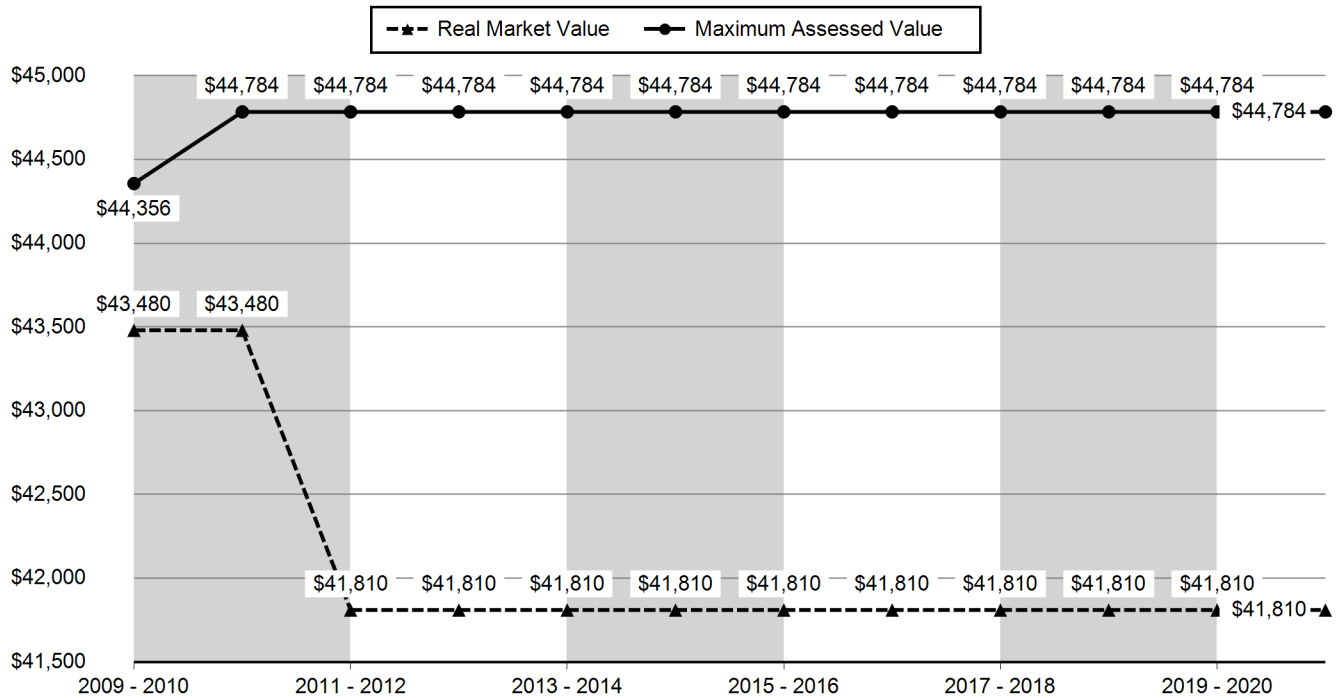
Warnings, Notations, and Special Assessments

Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

	2009 - 2010	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014
Real Market Value - Land	\$43,480	\$43,480	\$41,810	\$41,810	\$41,810
Real Market Value - Structures	\$0	\$0	\$0	\$0	\$0
Total Real Market Value	\$43,480	\$43,480	\$41,810	\$41,810	\$41,810
Maximum Assessed Value	\$44,356	\$44,784	\$44,784	\$44,784	\$44,784
Total Assessed Value	\$43,480	\$43,480	\$41,810	\$41,810	\$41,810
Exemption Value	\$0	\$0	\$0	\$0	\$0

2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020
\$41,810	\$41,810	\$41,810	\$41,810	\$41,810	\$41,810
\$0	\$0	\$0	\$0	\$0	\$0
\$41,810	\$41,810	\$41,810	\$41,810	\$41,810	\$41,810
\$44,784	\$44,784	\$44,784	\$44,784	\$44,784	\$44,784
\$41,810	\$41,810	\$41,810	\$41,810	\$41,810	\$41,810
\$0	\$0	\$0	\$0	\$0	\$41,810

2020 - 2021
\$41,810
\$0
\$41,810
\$44,784
\$41,810
\$0



Sales History

Sale Date	Seller	Buyer	Sale Amount	Sale Type	Recording
-----------	--------	-------	-------------	-----------	-----------

Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Ownership

Name Type	Name	Ownership Type	Percentage
Taxpayer	SCHOOL DISTRICT #25,		100.00%
OWNER	SCHOOL DISTRICT #25 ,		100.00%
			200.00%

LEASE

DATE: July ___, 2020

BETWEEN:

City of Condon
128 S. Main Street
Condon, OR 97823

("Landlord")

Condon School District 25J
210 E. Bayard Street
Condon, OR 97823

("Tenant")

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

- Real property located in Gilliam County, Oregon located at 220 S. East St., Condon, OR 97823, specifically the property described by tax accounts 594 and 595.

Section 1. Occupancy

1.1. Original Term. The term of this lease shall commence July ___, 2020, and continue through August 31, 2022, unless sooner terminated as hereinafter provided.

1.2. Possession. Tenant's right to possession and obligations under the lease shall commence on July ___, 2020.

Section 2. Rent

2.1. Basic Rent. Rent shall be \$0.0.

Section 3. Use of the Premise

3.1. Permitted Use. The Premises shall be used for any purposes related to its business of providing education services, including, but not limited to extracurricular uses and community uses.

3.2. Restrictions on Use. In connection with use of the Premises Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

Comment [KG1]: I know this is their target date, but I have yet to be a part of a construction project that finished on time. Are we going to have any provision if the need to be in the building longer?

Comment [WB2]: Under the current Agreement they would not have the ability to be in there past August 31, 2022. If they needed to be in there longer, they would need to renegotiate the lease. Sharon did not raise this with me as a concern.

Comment [KG3]: What if it is a structural change due to something their insurance would cover? Ex: High winds take part of a room off or windows out?

Comment [WB4]: Any damage would be covered by their duty to maintain and repair. I interpret this to be more inline with changes in the law that may require updates to the building, like ADA or other legal requirements. Hypothetically damage could occur at a time they don't feel they need to fix it because its after school gets out in 2022 but again that seems unlikely.

3.3. Hazardous Substances. The Parties acknowledge that there are underground tanks containing heating oil that fuel the boilers. Landlord accepts all responsibility and liability for the tanks and oil and Tenant shall not be required to remediate any oil present on the Premises and may leave oil in the tanks at the end of the Lease term. Tenant shall notify Landlord of any leak or other issue with the underground tanks that comes to Tenants knowledge. Tenant agrees Tenant will be responsible for any damage Tenant or its employees, agents and assigns cause to the tank prior the expiration of the term of this Lease. Excepting the foregoing, tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environment Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Comment [KG5]: Do you have anything you want to add? What I would like to see is if they find that it is leaking they have to disclose any issues before we take possession. If the school personnel do something that cause a huge safety issue due to negligence there may have to be some restitution? Maybe this is overkill?

Comment [WB6]: Let me know your thoughts on the revision.

3.4. Tenant Improvements. Tenant shall be responsible for constructing and/or installing all improvements or equipment necessary to use the Premises as permitted in Section 3.1. Tenant shall also be responsible for obtaining all permits and other governmental approvals required for such construction and/or installation or for the permitted use. All of Tenant's responsibilities under this section shall be met at Tenant's sole cost and expense.

Section 4. Repairs and Maintenance

4.1. Landlord's Obligations. Landlord shall have no repair or maintenance obligations.

4.2. Tenant's Obligations. If repairs or maintenance are needed on the Premises, Tenant will undertake such repairs or maintenance, in its sole discretion, as needed for its use during the duration of the Lease. Tenant will notify Landlord of any major repair or structural renovation that is needed, of which the Tenant is aware, prior to termination of this Lease. However, Tenant shall not be obligated to make any major repairs or renovations and Buyer will accept the School Parcel "AS IS" at the end of the Lease term.

Comment [KG7]: This is where we may need to make sure that if something major has been destroyed in the first year that it needs to be repaired. If it becomes a safety issue.

Comment [WB8]: They are required to maintain it to be in compliance with the law, just not make any structural changes.

4.3. Landlord's Interference with Tenant. Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Landlord's activities performed in conformance with the requirement of this provision.

Section 5. Alterations

5.1. Alterations. Tenant may make such improvements or alterations on the Premises in its discretion. All alterations shall be made in compliance with applicable laws and building codes. As

used herein, “alterations” includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2. Ownership and Removal of Alterations/Fixtures. All improvements and alterations performed on the Premises shall be the property of Tenant. ~~All improvements, alterations, and fixtures may shall~~ be removed by Tenant at the end of the Lease.

Comment [KG9]: Are they taking the light fixtures? It needs to be required that they empty the building of all fixtures that are not attached to the structure. In other words, they need to clean it out and not leave a pile of junk for us to clean out.

Section 6. Insurance

6.1. Insurance Required. Tenant shall keep the leased Premises insured at Tenant’s expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage.

6.2. Waiver of Subrogation. Neither party shall be liable to the other or to the other’s successors or assigns for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party’s insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1. Property Taxes. Tenant shall pay as due any taxes on its personal property located on the Premises. Tenant shall pay as due any real property taxes levied against the Premises. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2. Payment of Utilities. Tenant shall pay when due all charges for the following services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises: fuel, water, gas, electricity, sewage disposal, power, and air conditioning. Tenant shall be responsible for arranging and paying for telephone and janitorial services for the Premises, as well as any additional services or utilities necessary for Tenant’s use of the Premises.

Section 8. Damage and Destruction

8.1. Partial Damage. If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Tenant at Tenant’s discretion and expense.

8.2. Destruction. If the Premises are ~~destroyed or damages~~ damaged such that the cost of repair exceeds 25% of the value of the structure before the damage, Tenant may elect to terminate the lease as of the date of the damage or destruction by notice given to the Landlord in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If Tenant elects not to terminate, Tenant may, in its sole discretion, decide to restore the Premises to suit its needs for the remainder of the Lease term.

Comment [KG10]: What if the tenants cause the destruction or the play to be destroyed?

Comment [WB11]: This is fairly standard language in a lease and often times falls under “eminent domain” section of the lease. The language doesn’t typically assign fault for the damage as it is presumed it is covered by insurance. The election to terminate is permissive. We could add language that says if it is caused by Tenant, Tenant must obtain Landlords consent prior to terminating Lease?

Section 9. Eminent Domain

9.1. Partial Taking. If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

(1) Tenant shall be entitled to all of the proceeds of condemnation, and Landlord shall have no claim against Landlord as a result of the condemnation.

(2) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 9.1(1) and 9.1(3) apply.

9.2. Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination by Landlord under Section 8.2. Tenant shall be entitled to all of the proceeds of condemnation, and Landlord shall have no claim against Landlord as a result of the condemnation.

9.3. Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

Section 10. Liability and Indemnity

10.1. Liens

(1) Tenant shall pay as due all claims for work done and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

10.2. Indemnification. Subject to applicable Oregon Tort Claims Limits, Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Subject to applicable Oregon Tort Claims Limits, Landlord shall indemnify and defend Tenant from any claim, loss, or liability arising out of or related to Landlord's negligence or any condition of the Premises not in the exclusive possession or control of Tenant.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1. Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term. If Landlord desires to use the Premises, it must comply with Tenant's facility use process.

Section 12. Assignment and Subletting

The Premises may be assigned, mortgaged, or subleased without the prior written consent of Landlord.

Section 13. Default

The following shall be an event of default:

13.1. Default in Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this lease within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 14. Remedies of Default

14.1. Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall not be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

Section 15. Surrender at Expiration

15.1. Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises broom clean. Alterations and improvements may be removed. ~~The parties acknowledge that Tenant may shall remove many fixtures, including, but not limited to, kitchen appliances/equipment, scoreboard, playground equipment, and basketball hoops. Landlord shall accept the Premises "AS-IS".~~

Comment [KG12]: Everything should be removed that is not attached to the structure.

15.2. Fixtures

(1) All fixtures on the Premises may be removed by Tenant. Tenant is not obligated to repair any physical damage resulting from the removal.

(2) Prior to expiration or other termination of the lease term Tenant ~~may shall~~ remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease. ~~Tenant shall not be liable to Landlord for the cost of removal.~~

Comment [KG13]: I can't see us wanting any of the fixtures since we are changing uses of the facility or tearing it down.

Comment [WB14]: I changed the language to require they remove everything.

15.3. Holdover

(1) If ~~Tenant does not vacate the premises at the time required,~~ Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all the provisions of this lease except the provisions for term or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

Comment [KG15]: I guess this answers my question from the top of the lease.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. **Miscellaneous**

16.1. Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2. Arbitration. Any controversy or claim arising out of this Agreement will be settled by arbitration before a single arbitrator in the City of Condon, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The arbitration will be conducted in accordance with the procedures set forth in ORS 36.600 through ORS 36.740. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Gilliam County, Oregon.

16.3. Attorney's Fees. In the event a party to this Agreement brings any action, suit, or arbitration against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement or makes a bankruptcy claim, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action, suit, or arbitration, including actual attorney fees, at trial, and on appeal, arbitration, or in any bankruptcy court.

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

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

16.6. Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.

[signatures on next page]

Comment [KG16]: I will trust that you are making sure we are covered under all the legal ease here.

LANDLORD:

City of Condon

BY:

ITS:

TENANT:

Condon School District 25J

BY:

ITS:



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

**CITY OF CONDON
WORK SESSION AGENDA
FINANCE COMMITTEE 6-18-2020
Thursday, June 18, 2020, 4:00 PM
CONDON CITY HALL**

1. Call the Meeting to Order

Mayor Jim Hassing called the Finance Committee to order at 4 p.m.

Present: Mayor Jim Hassing; Councilors Jan Stinchfield and Dawn Parm; City Administrator Kathryn Greiner and Public works Superintendent Gibb Wilkins

2. Discuss 2020-21 Employee Compensation

2.1. Employee Rates & Insurance

Committee members received spreadsheets with 2.5% and 3% increase for full time and part time staff over \$15 an hour. CA Greiner noted that it is difficult to recruit and hire staff that has the necessary public works certification and asked for a higher percentage for those employees. All employees that are currently under \$15 an hour have been given \$1 an hour raise until they surpass the \$15 an hour mark. This would include administrative assistant, golf and park attendants that will go from \$13.50 to \$14.50 per hour.

It was the consensus of the Finance Committee to approve 3% raises for the 2020-21 fiscal year.

CA Greiner said that the insurance for two public works employees will increase approximately \$275 for the 2021 year and asked that they be fully funded as they are for employee only. She asked that her insurance that is approximately \$775 a year be deducted from her raise so she can retain her full insurance for her family. Consensus to accept the proposal of full insurance for Public Works employees and CA Greiner's increase offset from her raise.

Consensus to accept the raises for part time employees and lifeguards as presented.

3. Review Financial Statements of 5-31-2020

3.1. Financial Statements

CA Greiner had given the Committee members the financial statements through May 31, 2020 and noted that there was approximately \$100,000 less in cash from the previous year. She noted the difference was the PERS payout in December that has since been offset by approximately \$2,000 less in savings per month. Overall, the city has been fiscally conservative while also getting projects completed that are important to citizens.

3.2. Swimming Pool 2020 Fees

The Committee received a draft copy of the city's General Fee Resolution that changed the swimming pool fees due to COVID-19. CA Greiner stated that the Park and Recreation Committee had determined that you must have a season pass to use the pool this summer and let the set rates of \$30/\$60 for individual/family season pass but added a weekend pass of \$20/\$40 for individual/family passes for two days. This will be presented to the Council in the General Fee Resolution at the July 1 council meeting. This is to keep the pool open to local families while keeping in mind the safety of our pool staff.



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

4. Other

CA Greiner asked to 10 hours more a week for assistant Jessica Isley. She said that with the work load of the fiber project and housing, she has tasks that can be done by Isley that would free up her time. Several of the tasks discussed were Safety committee and the paperwork that goes with the inspections and training. accounts payable, control of Memorial Hall and golf course rentals and assisting the pool manager with administrative duties. These additional hours would allow CA Greiner to focus on the other issues of the city that are interrupted with the daily tasks.

Councilor Stinchfield was in agreement and suggested 32 hours a week. CA Greiner said that it could be a 4 day a week job or a more flexible schedule.

It was the consensus to ask Isley if she was available for more hours and to put on the July 1 City Council agenda.

5. Adjourn

Mayor Hassing adjourned the Finance Committee at 4:45 p.m.

City of Condon 2020
Salary Committee
3%

<u>Employee</u>	<u>Position</u>	<u>FTE</u>	<u>2019-20</u>	<u>2020</u>	<u>2020-21</u>	<u>Monthly</u>
Kathryn Greiner	Administrator	1	\$ 61,432.91	1,068.00	\$ 62,500.91	5208.41
Gibb Wilkins	PW	1	\$ 47,740.50	1,432.22	\$ 49,172.72	4097.73
Aaron Fitzsimmons	PW	1	\$ 49,522.92	1,485.69	\$ 51,008.61	4250.72
Rick Shafer	Park/Golf	0.58	\$ 13.50	1.00	\$ 14.50	
Chuck Ackerman	Golf	0.5	\$ 13.50	1.00	\$ 14.50	
Jessica Isley	Utility Billing Clerk	0.4	\$ 13.50	1.00	\$ 14.50	
Chuck Wise	Transfer Station	0.12	\$ 18.00	0.54	\$ 18.54	
Sandra Myers	Recycle Depot	0.12	\$ 18.00	1.00	\$ 19.00	
Shelli Johnson	Pool Manager	0.3	\$ 8,034.00	241.02	\$ 8,275.02	
Sara Starr	Janitor	0.1	\$ 18.00	0.54	\$18.54	

3% for employees that are over \$15 an hour

Other employees have received a \$1 an hour until they go over \$15 an hour

** 3% less insurance cost increase \$1842.99-\$775



MASTER SERVICES AGREEMENT

THIS AGREEMENT is between The City of Condon, Oregon and Windwave Technologies, Inc./Inland Development, an Oregon corporation, operating under the assumed business name of Windwave Communications (WindWave).

RECITALS

Customer desires to obtain communication transport services (Services) on Windwave's fiber optic cable system; and Windwave desires to provide Services to Customer.

NOW, THEREFORE, in consideration of mutual conditions and covenants hereinafter described Customer and Windwave agree as follows:

1. Overview: This Agreement states the general terms and conditions by which Windwave will deliver and Customer will receive and pay for any or all of the Services provided by Windwave to Customer. The specific Services and/or products to be provided to a specific site and the procedure for obtaining Services at such site shall be detailed in an associated Service Order signed by both Windwave and Customer. Separate Service Orders must be signed by the parties for each site (separate physical address) for which Services will be provided. Initially capitalized terms used in this Agreement shall have the meaning ascribed to them in Appendix 1, unless the context in which the term is used expressly provides otherwise.

2. Delivery of Services: By executing a Service Order, Customer agrees to take and pay for, and Windwave agrees to provide, the Services described therein during the term described therein. Windwave has the right in its sole discretion to limit the manner in which any portion of its network, equipment and facilities (Network) is used to protect the technical integrity of the Network. Windwave is not liable or responsible for content, errors in transmission, or failure to establish connection.

3. Installation and Interconnection of Services: Other than the facilities, termination equipment or other devices provided by Customer, and unless otherwise provided elsewhere in this Agreement or any of its attachments, Windwave will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network (System Equipment), which equipment at all times remains WindWave's personal property, regardless of where located or attached. Windwave may change, replace

or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's negligence or willful misconduct or that of its end users. Windwave has no obligation to install, maintain or repair any equipment owned or provided by Customer, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with the Services, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. Customer is responsible to ensure that its equipment does not interfere with the provision of or functionality of services to Customer or other parties with whom Windwave contracts. If, in responding to a Customer initiated service call, Windwave reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer-provided equipment or software, Customer will pay Windwave for such service call at WindWave's then prevailing rates.

Customer will provide Windwave entrance facilities from the Premise property line to the Point of Demarcation. Entrance facilities can be dedicated conduit, shared conduit or aerial entry. The entrance facility must meet industry standards for type of entry as well as relevant safety standards. It is the Customer's responsibility to ensure adequate and timely access to the entrance facility.

Windwave may reconfigure, reprogram, substitute, rearrange or otherwise change any

MASTER SERVICES AGREEMENT

part of the Network or the System Equipment, whether any such part of the Network or the System Equipment is on Customer's premises or otherwise, at any time and from time to time, but shall not thereby alter the technical parameters of the service provided Customer without Customer's knowledge or consent. Although no specific advance notification period is applicable, Windwave will use its best efforts to notify Customer of the planned timing of such activities and will use reasonable efforts to perform such activities at a time that is agreeable to Customer (except where emergency conditions exist or where such change is required by a governmental agency or other authority to take place immediately).

4. Term: Subject to the provisions of Sections 10 and 11, the initial term for each subscribed Service will commence at 00:00:01 and end at 23:59:59 on the respective dates indicated in the applicable Service Order. Thereafter, the term of such Service shall automatically renew and be extended at the then-existing rates for successive one-month terms until terminated by either party upon not less than 30 days written notice in accordance with Section 25 prior to the end of the expiring term, or unless otherwise specified in the Service Order. In the event of any inconsistency between the terms contained in this Agreement and any specific provisions of the Service Order, the terms of the Service Order shall prevail. References to attachments mean attachments to this Agreement unless the context indicates otherwise.

5. Fees and Payment Terms: Customer shall pay all fees due for Services according to the prices and terms set forth in the Service Order. Upon completion of provisioning, installation and testing of the System Equipment needed to provide the Services ordered by Customer, Windwave will notify Customer that the Services are available for Customer's use. The Services shall be subject to, but are not limited to, a Monthly Recurring Charge (MRC) as set forth in a Service Order. Windwave reserves the right to change the MRC for the Services at any time after the initial term upon 25 days prior written notice to Customer. The MRC does not include any governmental taxes or tax-related charges, fees, surcharges or other amounts assessed by any government, which may be incurred in connection with the Services to be provided, all of which shall be paid by Customer. Any installation charges or other non-refundable non-recurring charge

(NRC) shall be billed to Customer on a monthly invoice and due simultaneously with other charges on such invoice.

For Services billed in arrears, any payment not received within 30 days of the invoice date will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less. For Service billed in advance, any payment not received within 30 days of the invoice date will accrue interest in the same manner.

If Customer has a dispute over the amount of any charges for Services, Customer will nevertheless pay all undisputed amounts. Customer will supply Windwave with a written explanation detailing the reasons for disputing the unpaid amount within 30 days from the invoice date. The parties will cooperate in good faith to resolve any such disputes within a 60-day period after the due date of the original charges. If the dispute is not resolved during this period, then either party may seek resolution from a court of competent jurisdiction.

If, through a judgment from a court of competent jurisdiction, a disputed amount is determined to be a legitimate, such amount may be subject to a finance charge of 1½% per month, or the maximum allowable by law, whichever is less, calculated from the original due date until the full amount is paid.

When Services commence on a day other than the first day of the month, the charge for that month shall be determined by prorating the monthly payment by the number of days during which Services are provided.

Customer initiated terminations of Services will always occur the last day of the month following the receipt of Customer's 30 day written notice.

6. Limitation of Liability: The total liability of Windwave to Customer in connection with this Agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the amount paid for the Service by Customer to Windwave under this Agreement for the one month period prior to accrual of the most recent cause of action. **IN NO EVENT SHALL WINDWAVE BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL**

MASTER SERVICES AGREEMENT

OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT WHETHER BY TORT, CONTRACT, OR OTHERWISE.

7. Force Majeure: Neither party is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, either party may terminate the affected portion of the Services.

8. Assumption of Risk: Customer recognizes that the use of the Network and the System Equipment shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges or obligations identified herein.

9. Indemnity: Customer agrees to indemnify, defend and hold harmless Windwave and its partners, officers, directors, employees, agents and representatives from all losses or damages arising from Customer's breach of this Agreement, violation of any third party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Services—provided hereunder. Windwave agrees to indemnify, defend and hold harmless Customer from all losses or damages arising from or related to personal injury or property damages caused by the negligence or willful misconduct of WindWave.

10. Termination of Service by WindWave: Windwave may terminate Service under this Agreement or any Service Order hereunder, or suspend Services, with prior written notice, upon (a) failure of Customer to pay any amounts as provided herein within 30 days of invoice date; or (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; or (c) if Customer provides false information to Windwave regarding Customer's identity, creditworthiness, or its planned use of the Services; or (d) if Windwave deems it necessary to take any reasonable and lawful action to protect the property and rights of WindWave, and existing and potential customers of WindWave communication

transport services. With respect to a termination pursuant to clause (a) of this Section 10, such termination of Services may not occur until after Windwave has given Customer written notice of failure to pay and Customer has failed to cure such failure to pay within 10 days of the date of such written notice.

11. Termination for Cause: Either party may terminate this Agreement for Cause. "Cause" shall mean a breach by a party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party by the non-breaching party, and the breach has not been cured within 30 days after delivery of such notice.

12. Early Termination Charges: If: (a) Customer terminates any Service Order for reasons other than Cause; or (b) Windwave terminates any Service Order pursuant to Sections 10, and 11, then Customer will pay, within 30 days after such termination, the following amounts: (i) all accrued but unpaid charges incurred through the date of such termination; plus (ii) an amount equal to 100% of the MRC for the remainder of the initial term of each subscribed Service. If Customer desires to cancel a Service Order, the following shall apply: (i) when a Service requiring design work is canceled after the design work has begun, Windwave may collect charges equal to the cost incurred for the associated design work time and materials to date; and (ii) if cancellation is requested at anytime during installation, it will be treated as an early termination of Service to which the terms and conditions of this Section 12 shall apply.

13. Resale of Services: Any Services provided under this Agreement may be resold to or shared with other persons or entities at the option of Customer, subject to compliance with any applicable laws, rules and regulations governing such resale or sharing. Customer remains solely responsible for all Services ordered by it or billed to its account, for determining who is authorized to use the Services and taking appropriate actions to enforce such a determination, and for immediately notifying Windwave of any unauthorized use. Windwave has no obligation to provide notice to or otherwise communicate with the users or customers of Customer.

14. Assignment: Customer shall not assign, pledge, transfer or otherwise convey all or any

MASTER SERVICES AGREEMENT

part of the rights and privileges granted by this Agreement in any manner without prior written consent of WindWave, which consent will not unreasonably withhold. Any transfer of this Agreement by merger, consolidation or liquidation of Customer, or any change in the ownership of or power to vote the majority of its outstanding voting stock, membership interests or equity interests of Customer (whether effected in one or more transactions or events occurring over any period of time) shall constitute an assignment for purposes of this Section 14.

15. Taxes: Except as provided in Section 5, each party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions. Notwithstanding the foregoing, Customer agrees that, if there is any tax payable by it, but which is to be collected by Windwave and which Windwave does not collect for any reason, upon assessment by the applicable taxing agency and demand by WindWave, Customer shall immediately remit the same to Windwave or the agency, as directed by WindWave, even if such assessment arises after the termination of this Agreement.

16. Representations and Warranties: Each party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. Windwave represents and warrants to Customer that any Services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND ANY SERVICE ORDER ASSOCIATED WITH THIS AGREEMENT, WINDWAVE MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE NETWORK OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.**

17. Governing Law: This Agreement is governed by and subject to the laws of the State of Oregon.

18. Reserved.

19. Attorney Fees: In the event of any dispute under this Agreement, the prevailing party is entitled to reimbursement of its reasonable costs and attorneys' fees (whether incurred at trial or on appeal) from the other party.

20. Jurisdiction; Venue: The parties consent to the personal jurisdiction of the courts of the State of Oregon and federal courts located in Oregon so that any litigation concerning or arising out of this Agreement shall be brought in Oregon. The parties agree not to claim that Oregon is an inconvenient place for trial. The venue of any such legal action may be in Morrow County, Oregon (for state court proceedings) or Pendleton, Oregon (for federal court proceedings).

21. Entire Agreement: This Agreement, and any addendums, attachments, Service Orders and other documents incorporated, constitute the entire agreement between the parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed, whether oral or written. Except as otherwise set forth, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

22. Waivers: No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

23. Use of Name and Trademarks: Neither party shall use any name, logo or service mark of the other party in marketing services to others without the express written consent of the other party.

24. Confidentiality: Each party shall treat all information made available or disclosed to, or developed or obtained by, the other party as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than Customer and WindWave, as the case may be. However, the following information shall not be treated as Confidential Information, (a) information that a party can demonstrate was rightfully in that party's possession prior to the date of disclosure by the



CONFIDENTIAL

MASTER SERVICES AGREEMENT

other party, (b) information that a party received from a third party that had a right to make such information available, and (c) information that a party can demonstrate was independently developed by or on behalf of said party. Also, Customer and Windwave shall have no obligation with respect to that portion of Confidential Information which is in or enters the public domain through no wrongful act of either party, or which must be disclosed to others by order of a governmental agency or legislative body or a court of competent jurisdiction. If either party receives a request for Confidential Information from a third party, the party receiving such notice shall promptly notify the other party in writing of such request, and if the party receiving such notice in good faith believes it is obligated to disclose the requested Confidential Information, the other party shall be given the opportunity to seek judicial or other protection of such Confidential Information, with the cooperation of the party receiving such notice.

25. Notices: All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to WindWave:

Windwave Communications
PO BOX 1360

Boardman, OR 97818

Attn: Contract Notices
Telephone No.: (541) 676-9663
Facsimile No.: (541) 676-9655

If to Customer: The City of Condon

Attn: Kathryn Greiner
Telephone No.:
Facsimile No.:

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Section 25.

26. Relationship of Parties: In the performance of its responsibilities, Customer and Windwave are and at all times shall be independent contractors. Customer and Windwave further agree to notify the other party if any governmental agency asserts that Customer or Windwave is not an independent contractor with respect to the other party and to permit the other party to participate in any negotiations or proceedings involved in such matters. Neither Customer or Windwave shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the other party, except as expressly authorized by the other party.



CONFIDENTIAL

MASTER SERVICES AGREEMENT

Appendix 1 applies directly to this Master Services Agreement and is incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Windwave Technologies, Inc.

Authorized Signature

Print/Type Name

Title

Date

Authorized Signature

Lynn Rodriguez
Print/Type Name

CFO
Title

Date



MASTER SERVICES AGREEMENT

Appendix 1 GENERAL TERMS FOR SERVICE INSTALLATION AND OPERATION

1. **Definitions**

The terms used in this Master Services Agreement and associated Service Order(s) shall have their normal or common meaning, except that the following terms shall have the following meanings:

Acceptance or Accepted. Customer will be deemed to have given its "Acceptance" or to have "Accepted" a Service on the earliest date of: i) when Customer first utilizes any of the Service or; ii) five days from WindWave's issuance of a Circuit Certification document or Service Order Completion document.

Bursting. Bursting is a Service that provides the capability for customer traffic to exceed the customer's fixed data rate. The Bursting Service allows a customer to exceed their fixed data rate for up to fifteen minutes in any one hour period. The Bursting Service is available on a best efforts basis. If Bursting exceeds fifteen minutes in any one hour period, the MRC for the month shall be the MRC for the tiered data price which equates to the maximum bursting rate (in terms of megabits) achieved during the excessive bursting period.

Circuit. The individual telecommunications facility(s) that makes up the Service provided.

End-User. A user to whom Customer will provide telecommunications services utilizing, in part, the Services provided by Windwave to Customer under an associated Service Order.

Interconnection Facilities. All facilities between Customer's Point of Presence, the local exchange carrier's central office, the back-haul carrier's Point of Presence and the End-User sites.

Off-Net Services. Services where one or more locations to be connected are not served entirely by WindWave's On-Net Services.

On-Net Services. Services which are provided entirely using the equipment and facilities owned by WindWave.

Point-to-Point. Services are available between Customer-designated locations. Service may be ordered between the Customer's POP and an End-User location, between two Customer POPs, or between two End-User locations. There

are two basic configurations for Point-to-Point Service, Hubbed Service and Two Point Service:

Hubbed Service. Allows Customer to aggregate multiple lower capacity transport Services terminating at multiple locations onto one higher capacity Service terminating at one other Customer location.

Two Point Service. Allows for two Customer designated locations to be connected by one transport Service. The Service terminated at both locations must be the same speed/capacity.

Point of Presence (POP). A specific location where Windwave or Customer terminates and/or originates its Service.

Point of Demarcation. Point at which WindWave's responsibility to provide equipment and Service ends and where Customer's or Customer's End-User responsibilities begin, identified as the interface between Windwave and Customer at Customer's Point of Presence, the local exchange carrier's central office, a back-haul carrier's point of presence or End-User sites identified on an associated Service Order provided by WindWave.

Premises. The address, to which Service is provided, identified as a Point of Presence on an associated Service Order.

Service Order (SO). Written form used by Customer to place an order, which is acceptable to WindWave, for the purchase of Service. The SO delineates the type of Service, term of Service, Service start and end dates, Point of Presence, Point of Demarcation, and other information specific to the order. The SO includes all referenced documents, diagrams, appendices, schedules, exhibits and attachments.

Service Outage. An interruption of the Service or degradation of the Service, where the Service will no longer pass the criterion of the original Circuit Certification or Service Order Completion. If Customer reports a Service Outage but declines to release it for testing and repair, the Service is considered to be impaired but will not be deemed a Service Outage.

City of Condon Resolution 2021-01 Volunteer Resolution

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

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

1. Public Safety Volunteers

Applicable ___ Non-applicable XX

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

☐ Police reserve

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

Applicable XX Non-applicable _____

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

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

3. Manual labor by elected officials.

Applicable _____ Non-applicable XX

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

4. Non-public safety volunteers

Applicable XX Non-applicable _____

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

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

5. Public Events

Applicable _____ Non-applicable XX

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

6. Community Service Volunteers/Inmates

Applicable _____ Non-applicable XX

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

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

7. Other Volunteers

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

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

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

Now, therefore, be it resolved by City of Condon to provide workers' compensation coverage as indicated above. .Adopted by the Condon City council this 1st day of July 2020.

Jim Hassing Printed Name Mayor
Title

Attest by Kathryn Greiner this 1st day of July, 2020
Printed Name

Signature City Administrator
Title

6/2/2014

2



Trinity McCain

Portland, OR 97206
(971) 940-6403
trinitymccoin@gmail.com

June 9, 2020

Condon City Council

128 S Main St.
Condon, OR 97823

Re: Grade School Project

Dear Council Members and Mayor,

I hope this letter finds you and yours all well during these unique times. As a Condon Alumni I am contacting you in regards to the recent Grade School Project. I am excited for the community and staff members to have a new facility in close proximity to the High School. I see that as an overall win for everyone and look forward to the improvement.

I've heard concerns though regarding what is to be done with the existing school. A lot of people are afraid the building will be torn down and we would lose a part of town history. I've seen a lot of awesome things done with spaces like that. Both in Eugene and in Portland. I currently own a Project Management LLC and am partnered with a General Contractor who has been in excellent standing with the CCB for over 30 years. I'm reaching out to offer my help. I have a vested interest in the community there and I'm aware there is a housing shortage. A lot of us talk about moving home throughout the year and someday I would like to own a home there as well.

I think the existing Play Structure would make an excellent indoor event space and the administrative halls could be done up as small business offices. I think the middle school side would make an excellent large unit. You could place 2 more units upstairs as well. I didn't spend a lot of time on the Elementary side and would need to view that space but again I'm seeing

apartments with a classic old building feel. They've successfully done this at the Revolution Hall in Portland just to name one.

I apologize for the length but another major point I want to address is the labor that is used for these projects. Both in the development of the Baseball Field initially as well as the Grade School Remodel eventually. I believe it is imperative that local labor is utilized. My contractor regularly works with Portland Youth Builders. This would be a lot of hands on experience for the youth there as well as others who may not be in the "trade" but are more than capable of doing a great job. It can be done very successfully where the City money that is spent on this project stays within the local economy.

I have a lot of contacts here in Portland from my work in Real Estate and being in construction for the last decade. I'm aware you are considering developers for the Baseball Field as well and hope you can see me as a resource. Most of my experience came from growing up there and it gave me a lot of opportunities I wouldn't have had otherwise. I'm just hoping to pay that back if I can.

Thank you all for your time.

Sincerely,

Trinity McCoin