



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, March 3, 2021, 7:00 PM**

1. ZOOM LINK & LOCATION

- 1.1. Join Zoom Meeting**
<https://us02web.zoom.us/j/83125915881?pwd=V3dma3dxc09HMnhZbFN0WHhLMU1Rdz09>

Meeting ID: 831 2591 5881
Passcode: 312531
One tap mobile
+12532158782,,83125915881#,,,,*312531# US (Tacoma)

+13462487799,,83125915881#,,,,*312531# US (Houston)

2. CALL REGULAR MEETING TO ORDER

3. ROLL CALL

4. ADDITIONS TO AGENDA

5. PUBLIC COMMENT

- 5.1. 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.**

6. CONSENT AGENDA

- 6.1. Review & Approve the February 3, 2021 Regular City Council Meeting Minutes**
6.2. Review the February Accounts Payable
6.3. Review the VISA Statements

7. OLD BUSINESS

- 7.1. COVID19 Update**
7.2. Discuss Fiber RFP Response from Home Telephone Company
7.3. Gilliam County Fire Services Agreement Revision
7.4. Tiered Water Rate Discussion

8. NEW BUSINESS

- 8.1. Review & Approve Baseball Field Housing RFP**
8.2. Review & Approve Solid Waste Agreement with Waste Connections, Inc. - Jim Winterbottom
8.3. Discuss Condon Community Pool Operation & Golf Course Maintenance & Repairs



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- 8.4. Gilliam County Library Request to Modify Art & Music Grant
- 8.5. Discuss Condon Chamber of Commerce Concert Fund Request from 2020
- 8.6. Resolution 2021-04 - Declare Surplus of 1995 Chevrolet Pickup
9. STAFF REPORTS
 - 9.1. Public Works - Public Works Superintendent Gibb Wilkins
 - 9.2. Police - Gilliam County Sheriff Gary Bettencourt
 - 9.3. Administration - City Administration Kathryn Greiner
10. COUNCIL INFORMATION
11. NEXT REGULAR MEETING DATE
 - 11.1. Next Regular City Council Meeting is Wednesday, April 7, 2021, 7 p.m.
12. ADJOURN REGULAR MEETING

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

Agenda prepared and distributed March 1, 2021 - Revised agenda



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City of Condon Regular Council Meeting Minutes Wednesday, February 3, 2021 7:00 PM

1. CALL REGULAR MEETING TO ORDER

1.1. <https://us02web.zoom.us/j/84306990805?pwd=L3BVVWU3V2dvSC95Slc0eXFwaVkdz09>

Meeting ID: 843 0699 0805
Passcode: 048609

Mayor Jim Hassing called the meeting to order at 7:01 p.m.

2. PROCLAMATION - FEBRUARY NOBEL LAUREATE MONTH

2.1. Proclamation

Mac Stinchfield read the proclamation for February as Nobel Laureate Month for the City of Condon.

3. ROLL CALL

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

Absent: None.

4. ADDITIONS TO AGENDA

No additions, but 8.4 - Review Franchise/Right of Way Agreement with Waste Connections, Inc. was removed due to the agreement not completed at this time.

5. PUBLIC COMMENT

5.1. 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.

Nichole Schott, Condon School District Board Chair asked if she would be able to ask questions at the time of the water rate discussion. Mayor Hassing stated that she would be able to speak at that time.

Art Jette, Condon, asked if the water rate increases were due to the City paying for the water to the City's golf course. He stated that it would effect the cemetery district, school and courthouse.

6. CONSENT AGENDA

6.1. Review & Approve the January 6, 2021 Regular City Council Meeting Minutes



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A motion was made by Councilor Jamieson to approve the minutes of the January 6, 2021 City Council meeting minutes. The motion was seconded by Councilor Parm and approved unanimously.

6.2. Review the January Accounts Payable

Councilor Jamieson asked about the \$1600 payment to Platt Electric and the radio study on the accounts payable listing. PW Wilkins stated that the Plat invoice was for contactors at the City Farm and that the radio study from The Automation Group is for a study of radio communication between the city's facilities, including to City Farm and any company can use the study if needed. Councilor Fatland asked about the Civic Clerk expense and the plotter/scanner cost. CA Greiner stated that the Civic Clerk is an expense that the City pays annually to get a discount and it is spread over water, sewer and administration funds. PW Wilkins stated that the plotter/scanner was purchased for a workers' compensation project and the cost is reimbursable by City County Insurance through their return to work program.

6.3. Review the VISA Statements

No questions.

7. OLD BUSINESS

7.1. Consider Condon Community Swimming Pool Lease for 2021 Season

CA Greiner stated that at the retreat the Council asked her to send the original swimming pool lease back to Condon School District to approve and the City would operate the pool for at least one year while the Pool Committee works out the long range plan.

A motion was made by Councilor Stinchfield to approve the 2020-21 swimming pool lease with Condon School District. The motion was seconded by Councilor Jamieson and approved unanimously.

Councilor Fatland wanted to point out that the school district is in violation of the lease where it says that property must be in good condition and not harm the employees and with the pool bottom cutting the bottom of the swimmers feet.

7.2. Housing Project Update

Housing Request for Proposals (RFP) for the Baseball Field project has been released and only one person has called with questions and that person as a local contractor was concerned that they would be unable to respond for the entire development. CA Greiner told them to be creative and if possible turn in a proposal for partial development or what may be manageable.

CA Greiner stated that the Council had asked her at the retreat what would be the lot size requirements at the Fairway Housing project if a septic tank system was installed instead of connection to City infrastructure. She has received a message from DEQ that there are no requirements written that set out lot size because most of the projects need to have testing done to determine the setbacks. She has another person to inquire if one has been approved near that site what the setbacks were to estimate lot size.

CA Greiner was asked by Councilor Jamieson about doing the sewer project to the Fairway Housing development boundary that would run across the golf course. This has been engineered and asked if the Council would like the engineers to but that as an addition to the bid documents of the Baseball Field project to see if it is feasible to do both projects at the same time. Save money on mobilization when you already have a contractor in town working on a similar project. Councilor Jamieson asked that in addition to a sewer line alternative, to also add the water line to see if both can be done at that time. It was the consensus of the Council to have CA Greiner move forward with bid documents for the Fairway housing alternatives when the Baseball Field project is being bid.

7.3. COVID 19 Update - Discuss Late Fees & Shut-Offs

CA Greiner said that many cities are putting finance charges back on utility accounts and shutting people off for non-payment. She said that residents are maintaining their accounts similar to what it has been in the past, and there is approximately \$500 left in the utility account with the Condon Food Pantry for utility assistance. Councilors Jamieson and Stinchfield stated that it should run another month and re-evaluate if needed in March.



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8. NEW BUSINESS

8.1. Community Counseling Solutions - COVID 19 Crisis Counseling Program - Tara McIntosh, Crisis Outreach Worker

Sarah Brown of Community Counseling Solutions (CCS) was present to give a report on CCS new program of COVID19 Crisis Counseling for which she is the leader and works out of Grant County. She stated that this program is funded by FEMA and is a program to reach people affected by COVID19 to give them coping strategies, reduce stress and anxiety and connect them with existing state and local resources. The program is to promote community resiliency and educate people of the mental health issues when dealing with COVID19 issues. This program is working with the elderly that have been isolated due to COVID19 and schools. Brown stated that a person did not need to be in crisis to access or use this program. Tara McIntosh is Gilliam County's CCS Outreach Worker. CA Greiner asked if this program had any financial assistance for people affected by COVID and where is the contact information. Brown said that they do not have any financial resources, but can connect people to counseling and other state programs. The Council received contact information for McIntosh and some handouts that were sent prior to the meeting.

8.2. Discuss Fiber RFP Response - Home Telephone Company

Councilor Jamieson said that a group of professionals, Councilor Stinchfield and CA Greiner had reviewed the RFP response from Home Telephone Company (HTC). He noted that one of the main points brought out by the professionals was that if the City strings fiber between their own facilities, it should private and not accessible by others. CA Greiner noted that the RFP was reviewed and scored by Adam Haas, Pam Berrian of City of Eugene, and Duke Dexter of Clackamas County and all information was attached to the Councilor's packet that day. Marcus Bott of HTC was on Zoom and said he was available to answer any questions. CA Greiner noted that in the review there were several questions that were sent back to HTC and the responses had just been received two hours prior to the Council meeting. Councilor Stinchfield stated that she did not have time to go over the responses and felt that she needed some time to go through them before she was ready to discuss with HTC and Council.

Councilor Fatland stated that he needed clarification on what HTC wanted from the City's dark from from Arlington. Bott stated that he noted the City had questions on reliability and the dark fiber would allow a redundant route into Condon, which they currently do not have.

It was decided that the information would go to the Fiber Council in the next week, inviting Bott, then that group would make a recommendation to the City Council at the March meeting. CA Greiner will set the meeting and let others know date and time by the end of the week.

8.3. Review and Approve 2021 Goals & Priorities

Goals and Priorities were brought from the Council retreat with minimal changes.

A motion was made by Councilor Jamieson to approve the minutes of the retreat and the goals and priorities for 2021. The motion was seconded by Councilor Parm and approved unanimously.

8.4. Review Franchise/Right-of-Way Agreement with Waste Connections, Inc.

This item was deleted.

8.5. Review & Approve Agreement with Bank of Eastern Oregon for Use of Memorial Hall in Case of Emergencies

An agreement was presented by the Bank of Eastern Oregon to use the Memorial Hall and the City's vault in case of an emergency which made their building unusable. CA Greiner stated that this was a standard agreement that has been done yearly and she asked that the bank make it a 5-year agreement. CA Greiner was listed to sign the agreement and she asked if the Mayor's signature should go on it. Consensus of the Council to allow CA Greiner to sign the agreement.

A motion was made by Councilor Parm to approve the five-year agreement with the Bank of Eastern Oregon to use the Memorial Hall and City vault in case of emergency. The motion was seconded by Councilor Stinchfield and approved



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unanimously.

8.6. Review & Discuss Tier Water Rates & Water Conservation Program

PW Wilkins stated that he has received minimal feedback on the proposed water rates. CA Greiner stated that she received a call from Lane Haldorson of Inland Chemical about the code saying he could not resell water, but the farmers use his connection when they are fertilizing. She said that she would check into how that can be done to allow them to get water there or another location. PW Wilkins stated that he is looking into a cardlock water meter where people can get the water and pay with their credit cards. Councilor Jamieson stated that he did not have an issue with Haldorson re-selling the water, but he knew that the farmers were aware that water was not cheap. He added that these rates are to promote conservation as water is not as plentiful and through his business he is seeing wells drying up. PW Wilkins stated that by conserving now, the City may not need to drill another well for several decades. He added that in the summer months the wells at City Farm are pumping for 29 hours straight to keep up with the demand in the City.

Councilor Cronk stated that the City's golf course would also need to conserve water. Councilor Fatland agreed with Councilor Cronk that we need to re-think how the water is used on the course and the City's systems. Councilor Parm stated that the water needed to be used properly. Mayor Hassing asked if the golf course wells could be used for City water, which PW Wilkins stated that they are not to be used for drinking water.

Schott thanked the City for the free water at the high school's football field for the past several decades. She said that they received the first notice of potentially paying for water on the football field in September, then another just this week. She noted that the school used approximately 20% less water than the previous year. If the school was to pay for their water, the last year at the current rates it would have been \$6,000 for the year, and several years ago the use would have cost the school district over \$15,000 for a year of water. The football field water has been brought up at the retreat and PW Wilkins determined that 1" of water per week would be adequate to keep the field green and has offered the school the use of City equipment and conservation measures. Councilor Jamieson stated that the City is willing to work with the school and is offering 1" of water free to maintain the field. PW Wilkins stated that he spoke with school staff last spring regarding watering, and the City is offering to help the current groundskeeper. Councilor Parm asked when do the sprinklers run and how often. Councilor Fatland agreed with Councilor Parm that it may be an easy fix of when and how often they are watering the field. Councilor Stinchfield stated that she has noticed that there has not been a lot of maintenance at the football field over the last several years that would improve the irrigation. Schott stated that when the new grade school is completed the field will be used more, but in the next 12 months this is not a priority of the school.

CA Greiner stated that at the retreat the rates would not be considered until the March Council meeting to give staff time to educate the public on the rates and promote conservation programs. PW Wilkins wrote an article for The Times-Journal, and would like to follow up with some advertising and more information linked to the City's website, giving time for the public to understand the new rate structure. Staff will work to get more information out to the public and bring back the rate structure in March.

8.7. Award Integrator of Record

PW Wilkins provided the Council with the scoring matrix of the RFPs returned for the Integrator of Record. He explained that this is similar to the Engineer of Record that we appoint annually, and that we do not have to go with any system upgrades that they have provided, but would have a company response to emergencies with telemetry and other systems with the water and wastewater systems.

A motion was made by Councilor Jamieson to appoint The Automation Group as the City of Condon's Integrator of Record. The motion was seconded by Councilor Parm and approved unanimously.

9. STAFF REPORTS

9.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 2.3 million gallons were pumped in January which is slightly above average for this time of year. The new pickup has arrived and will replace the older green service pickup that will be declared surplus in the next two months. He



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is working on investigating a bulk water system, tree trimming, sign replacement and repair, and maintenance of equipment.

9.2. Police - Gilliam County Sheriff Gary Bettencourt

Gilliam County Sheriff Gary Bettencourt reported that he and Deputy Lake are inventorying the street lights that are not working and reporting to CBEC for repair. He is also taking training to work with the new laws associated with Ballot Measure 110 that is related to drug crimes.

9.3. Administration - City Administrator Kathryn Greiner

CA Greiner reported that she is working on a grant to get the Condon Grade School building evaluated to determine future use and will participate in a call tomorrow with the State to start the process. She is attending the virtual CIS conference later this month and working through a busy time with the Planning Commission who has three applications for shops, rezoning the baseball field block and expecting a request to partition a large lot for home sites. She noted that she attended the Gilliam County Court session to discuss swimming pool repairs and possibility of starting the repairs prior to the availability of the funds. The Court had consensus that it had been done for one of the school districts in the past and this would be agreeable.

10. COUNCIL INFORMATION

10.1. Ethics Flyer

11. NEXT REGULAR MEETING DATE

11.1. Next Regular Condon City Council Meeting Wednesday, March 3, 2021, 7 p.m.

12. ADJOURN REGULAR MEETING

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

Jim Hassing, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	69880	Housing Project	01/29/2021	408.13	.00	
112	ANDERSON, PERRY, & ASSOC.	69900	General Services - School Project	01/31/2021	1,925.00	.00	
Total ANDERSON, PERRY, & ASSOC.:					2,333.13	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X044720	E coli Coliform Testing	02/06/2021	38.50	.00	
Total BOX R WATER ANALYSIS LAB:					38.50	.00	
OREGON ASSOC. OF WATER UTILITY							
413	OREGON ASSOC. OF WATER U	30276	ANNUAL M&T CONF - WILKINS	01/29/2021	162.50	.00	
413	OREGON ASSOC. OF WATER U	30276	ANNUAL M&T CONF- WILKINS	01/29/2021	162.50	.00	
Total OREGON ASSOC. OF WATER UTILITY:					325.00	.00	
RABBIT COMMUNICATIONS							
1511	RABBIT COMMUNICATIONS	2038	FIBER RFP PREPARATION	02/11/2021	750.00	.00	
Total RABBIT COMMUNICATIONS:					750.00	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	JAN 21 2021	PRINT JOB & SUB RENEWAL	02/12/2021	40.00	.00	
540	THE TIMES-JOURNAL	JAN 21 2021	LEGAL AD X 4 HOUSING RFP	02/12/2021	72.00	.00	
Total THE TIMES-JOURNAL:					112.00	.00	
TRIANGLE PUMP & EQUIPMENT, INC.							
1525	TRIANGLE PUMP & EQUIPMENT	13246	HOMA GRINDER PUMP	02/04/2021	4,564.28	.00	
1525	TRIANGLE PUMP & EQUIPMENT	13251	STAT 2 POLE MOTOR HOUSING	02/11/2021	1,243.01	.00	
Total TRIANGLE PUMP & EQUIPMENT, INC.:					5,807.29	.00	
Grand Totals:					9,365.92	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	JAN 2021	Admin Janitorial	01/31/2021	372.86	.00	
Total ARAMARK UNIFORM SERVICES:					372.86	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	972564008X01	PW Cell Phone	01/06/2021	8.74	.00	
599	AT&T MOBILITY	972564008X01	PHONE	01/06/2021	8.73	.00	
Total AT&T MOBILITY:					17.47	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	JAN 2021	RFP REVIEW	01/21/2021	255.00	.00	
Total BAUM SMITH LLC:					255.00	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1044700	FLAT REPAIR	02/02/2021	17.00	.00	
859	BENNETT'S POINT S TIRE & AU	1044768	STEEL WHEEL & USED TIRE	02/08/2021	137.50	.00	
859	BENNETT'S POINT S TIRE & AU	1044768	STEEL WHEEL & USED TIRE	02/08/2021	137.50	.00	
Total BENNETT'S POINT S TIRE & AUTO:					292.00	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	JAN 2021	Park Restroom	01/20/2021	150.00	.00	
Total BISHOP SANITATION:					150.00	.00	
BOBCAT OF CENTRAL OREGON							
621	BOBCAT OF CENTRAL OREGO	57507	Bobcat Maintenance	01/31/2021	549.59	.00	
621	BOBCAT OF CENTRAL OREGO	57507	Bobcat Maintenance	01/31/2021	549.58	.00	
Total BOBCAT OF CENTRAL OREGON:					1,099.17	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	81313	Copier Charge	01/25/2021	10.68	.00	
Total BOHN'S PRINTING:					10.68	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	44446	E coli Coliform Testing	01/10/2021	38.50	.00	
151	BOX R WATER ANALYSIS LAB	44447	Biochemical Oxygen	01/10/2021	101.00	.00	
Total BOX R WATER ANALYSIS LAB:					139.50	.00	
BRUCE CHEVROLET, INC.							
1523	BRUCE CHEVROLET, INC.	2180040	2021 CHEVY SILVERADO 2500	02/02/2021	13,809.12	.00	
1523	BRUCE CHEVROLET, INC.	2180040	2021 CHEVY SILVERADO 2500	02/02/2021	13,809.12	.00	
1523	BRUCE CHEVROLET, INC.	2180040	2021 CHEVY SILVERADO 2500	02/02/2021	13,809.12	.00	
Total BRUCE CHEVROLET, INC.:					41,427.36	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	JAN 2021	City HALL	01/22/2021	349.34	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	MAIN ST PARK	01/22/2021	80.66	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Memorial Hall	01/22/2021	62.07	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Golf Course	01/22/2021	32.38	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Sewer Plant w pivot	01/22/2021	265.78	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Disposal	01/22/2021	590.70	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	City Farm	01/22/2021	1,168.35	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Street Lights	01/22/2021	1,444.25	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	City Farm	01/22/2021	42.87	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Swimming Pool	01/22/2021	55.10	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2021	Library	01/22/2021	359.05	.00	
Total COLUMBIA BASIN ELECTRIC:					4,450.55	.00	
DAILY JOURNAL OF COMMERCE							
226	DAILY JOURNAL OF COMMERCE	744953168	BIDS - RFP HOUSING	01/29/2021	182.80	.00	
Total DAILY JOURNAL OF COMMERCE:					182.80	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	JAN 2021	Water Fuel	01/31/2021	551.10	.00	
224	DEVIN OIL COMPANY	JAN 2021	Sewer Fuel	01/31/2021	551.10	.00	
Total DEVIN OIL COMPANY:					1,102.20	.00	
ESRI							
1521	ESRI	93980948	ARCGIS ONLINE CREATOR & FI	02/02/2021	850.00	.00	
Total ESRI:					850.00	.00	
GILLIAM CO. TAX COLLECTOR							
281	GILLIAM CO. TAX COLLECTOR	JAN 2021	TAXES - LATE FEE & INTEREST	01/31/2021	48.05	.00	
Total GILLIAM CO. TAX COLLECTOR:					48.05	.00	
GOVERNMENT FORMS & SUPPLIES							
1526	GOVERNMENT FORMS & SUPP	JAN 2021	RECTANGLE HOLE REINFORCE	01/21/2021	73.08	.00	
Total GOVERNMENT FORMS & SUPPLIES:					73.08	.00	
GREY & SUN INC							
1519	GREY & SUN INC	JAN 2021	W/S DEPOSIT REFUND	01/20/2021	150.00	.00	
Total GREY & SUN INC:					150.00	.00	
H. D. FOWLER COMPANY							
1524	H. D. FOWLER COMPANY	JAN 2021	ASPHALT MIX	02/05/2021	2,135.28	.00	
1524	H. D. FOWLER COMPANY	JAN 2021	SEWER	02/05/2021	395.91	.00	
Total H. D. FOWLER COMPANY:					2,531.19	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	JAN 2021	Water	01/31/2021	29.17	.00	
304	HATTENHAUER DIST.	JAN 2021	Sewer	01/31/2021	29.17	.00	
Total HATTENHAUER DIST.:					58.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HERMISTON GLASS							
1090	HERMISTON GLASS	JAN 2021	NEW FRONT FOOR CITY HALL	01/28/2021	2,200.00	.00	
Total HERMISTON GLASS:					2,200.00	.00	
HIRE ELECTRIC, INC							
1527	HIRE ELECTRIC, INC	611638	POWER FOR FRONT DOOR	01/20/2021	1,086.11	.00	
Total HIRE ELECTRIC, INC:					1,086.11	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	JAN 2021	Administration	02/01/2021	136.48	.00	
766	HOME TELEPHONE COMPANY	JAN 2021	Water	02/01/2021	146.94	.00	
766	HOME TELEPHONE COMPANY	JAN 2021	Sewer	02/01/2021	163.81	.00	
Total HOME TELEPHONE COMPANY:					447.23	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	JAN 2021	MRC Fiber Project	02/01/2021	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	40877	CITY SHOP	01/26/2021	56.15	.00	
Total JAMIESON & MARSHALL:					56.15	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	9.38	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	9.38	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	4.38	.00	
371	M & A AUTO PARTS	JAN 2021	SUPPLIES	01/30/2021	7.99	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	3.38	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	3.38	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	46.74	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	46.74	.00	
371	M & A AUTO PARTS	JAN 2021	SUPPLIES	01/30/2021	6.38	.00	
371	M & A AUTO PARTS	JAN 2021	SUPPLIES	01/30/2021	1.13	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	9.73	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	9.74	.00	
371	M & A AUTO PARTS	JAN 2021	SUPPLIES	01/30/2021	17.88	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	17.88	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	17.88	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	6.99	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	34.99	.00	
371	M & A AUTO PARTS	JAN 2021	Sewer	01/30/2021	17.66	.00	
371	M & A AUTO PARTS	JAN 2021	PARK	01/30/2021	19.57	.00	
371	M & A AUTO PARTS	JAN 2021	SUPPLIES	01/30/2021	18.48	.00	
371	M & A AUTO PARTS	JAN 2021	Water	01/30/2021	6.76	.00	
Total M & A AUTO PARTS:					316.44	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	JAN 2021	Sewer Plant	01/31/2021	438.05	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2021	Memorial Hall Propane	01/31/2021	290.59	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2021	City Hall Propane	01/31/2021	262.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MORROW COUNTY GRAIN GROW.:					990.72	.00	
OFFICE DEPOT							
427	OFFICE DEPOT	147115706001	Office Supplies - KIRBY NAME PL	01/14/2021	18.99	.00	
427	OFFICE DEPOT	147115706001	Office Supplies - PAPER	01/14/2021	69.98	.00	
427	OFFICE DEPOT	150979749001	Office Supplies - TONER	01/22/2021	105.99	.00	
427	OFFICE DEPOT	154670325001	Janitorial	02/01/2021	49.98	.00	
427	OFFICE DEPOT	154670325001	Office Supplies	02/01/2021	11.86	.00	
Total OFFICE DEPOT:					256.80	.00	
OREGON ASSOC. OF WATER UTILITY							
413	OREGON ASSOC. OF WATER U	30163	2021 MEMBERSHIP DUES	01/01/2021	130.50	.00	
413	OREGON ASSOC. OF WATER U	30163	2021 MEMBERSHIP DUES	01/01/2021	130.50	.00	
Total OREGON ASSOC. OF WATER UTILITY:					261.00	.00	
PETERSON							
1522	PETERSON	JAN 2021	WATER	01/31/2021	104.82	.00	
1522	PETERSON	JAN 2021	SEWER	01/31/2021	104.83	.00	
Total PETERSON:					209.65	.00	
THE CONDON ROUND-UP LLC							
1520	THE CONDON ROUND-UP LLC	JAN 2021	W/S DEPOSIT REFUND	01/29/2021	16.92	.00	
Total THE CONDON ROUND-UP LLC:					16.92	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	JAN 2021	LEGAL AD X 4	01/11/2021	228.00	.00	
540	THE TIMES-JOURNAL	JAN 2021	COUNCIL VACANCY AD	01/11/2021	48.00	.00	
540	THE TIMES-JOURNAL	JAN 2021	PRINT JOB & SUB RENEWAL	01/11/2021	137.50	.00	
Total THE TIMES-JOURNAL:					413.50	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	JAN 2021	sewer Shop Supplies	01/25/2021	9.98	.00	
548	TWO BOYS MEAT & GROCERY	JAN 2021	Water	01/25/2021	7.38	.00	
548	TWO BOYS MEAT & GROCERY	JAN 2021	Office Supplies	01/25/2021	100.16	.00	
Total TWO BOYS MEAT & GROCERY:					117.52	.00	
VISA							
559	VISA	JAN 2021 6910	FLAGPOLE ACCESSORIES	01/22/2021	49.80	.00	
559	VISA	JAN 2021 6910	FLAGPOLE ACCESSORIES	01/22/2021	40.97	.00	
559	VISA	JAN 2021 6910	CLOCK	01/22/2021	25.65	.00	
559	VISA	JAN 2021 6910	USPS	01/22/2021	8.25	.00	
559	VISA	JAN 2021 6910	AMAZON PRIME YEARLY	01/22/2021	119.00	.00	
559	VISA	JAN 2021 6910	CABINET	01/22/2021	129.99	.00	
559	VISA	JAN 2021 6910	SUPPLIES	01/22/2021	38.79	.00	
559	VISA	JAN 2021 6910	CONFERENCE CHAIRS	01/22/2021	1,555.70	.00	
559	VISA	JAN 2021 6910	LABELS	01/22/2021	24.99	.00	
559	VISA	JAN 2021 6910	SIGNS & REFLECTORS	01/22/2021	600.68	.00	
559	VISA	JAN 2021 8577	ZOOM	01/22/2021	49.00	.00	
559	VISA	JAN 2021 8577	LEDGER BOOKS	01/22/2021	227.93	.00	
559	VISA	JAN 2021 8577	ARBOR DAY FOUNDATION	01/22/2021	29.98	.00	
559	VISA	JAN 2021 8577	ARBOR DAY FOUNDATION	01/22/2021	139.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	JAN 2021 8577	GROUND COVER	01/22/2021	74.46	.00	
559	VISA	JAN 2021 8577	PARK SUPPLIES	01/22/2021	124.50	.00	
559	VISA	JAN 2021 8577	DELINEATOR POSTS AND BASE	01/22/2021	329.25	.00	
Total VISA:					3,568.74	.00	
Grand Totals:					65,151.03	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



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

FIBER COUNCIL
Wednesday, February 10, 2021, 3:00 PM
CONDON CITY HALL

1. Fiber Council - Meeting Location & Zoom Link

1.1. Location - Condon City Hall, Council Chambers, 128 S. Main Street

Join Zoom Meeting

<https://us02web.zoom.us/j/83793644284?pwd=akVld0JmeE1MU3M0Y2E2T1F3aTBPdz09>

Meeting ID: 837 9364 4284

Passcode: 395045

2. Call the Meeting to Order & Roll Call

Fiber Council Chair Rita Rattray called the meeting of the Fiber Council to order at 3 p.m.

Present:: Council members Rita Rattray, Jan Stinchfield, Donald Jamieson and Elizabeth Farrar-Campbell; staff Kathryn Greiner, Marcus Bott, Home Telephone Operations Manager.

Absent: Fiber Council member Josh Hendricks.

3. Discuss Home Telephone Company Proposal to City of Condon

The Fiber Council was gathered to discuss the proposal returned by Home Telephone Company (HTC) on the City of Condon's Request for Proposal (RFP). Councilor Stinchfield stated that the proposal didn't really match the City's strategic plan for open access. She added that although it had good things in it, it was sounding more like a construction proposal. Councilor Jamieson stated that one of the reviewers stated that it is important for the City to have a closed system between their facilities that is not shared by any other company or individual. He noted that the City may work with them (HTC) on stringing a line between the City facilities, but it may require it may need to be with Public Contracting Rules.

Bott stated that the fiber network to homes in Condon is 90% of their lines which was privately funded and could not have open access without more money changing hands. Councilor Stinchfield said she understood and asked for clarification on the request to eliminate the franchise fees and the Monthly Recurring Cost(MRC) on the dark fiber line to Arlington what the City would gain from HTC with this arrangement. Bott said that HTC would gain a redundant line and provide the broadband for the City network. Councilor Stinchfield stated that they would like to work with HTC to allow them access to the line to Arlington. Bott explained that having that redundant path would require another circuit at Arlington to get broadband from Portland and to keep the proposed \$40 rates, they cannot have that additional cost.

Councilor Farrar-Campbell asked for clarification on the price list in the RFP. Bott stated that the \$40 plan for 25/3 mbps is a new plan and the other plans are existing. Councilor Stinchfield said that the language that HTC would be the sole partner of the City with this proposal was concerning and limits the City on future broadband options. Bott stated that they did not want to be selected then have the City go out for another RFP for the system that they built. Councilor Jamieson stated that the franchise fee is actually a tax that is added to the bill of the residents and is a pass through.

Bott stated that he is not set on anything in the proposal but this is a starting point to work with the City on broadband solutions.

Councilor Jamieson stated that they would not be approving the RFP as submitted and Councilor Stinchfield stated that she is not opposed to negotiating parts of the RFP. Greiner stated that she would check with the City attorney, but thought that some parts of the



128 S Main St.
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RFP could be taken out and negotiated without going out for bid on part of the construction projects.

Councilor Jamieson asked that the next step be a design of a system dedicated to City facilities. Councilor Farrar-Campbell asked if HTC is interested in vaults on the fiber line to the north of Condon on the the Fiber Council's leased lines. Bott stated that they are interested to allow them to offer services to others off those vaults and would need another two fibers to accomplish that project. The Council stated that there are plenty of fibers if HTC needs there are plenty of them available.

The Fiber Council recommends to the Condon City Council to table the the RFP from HTC and work to negotiate construction of a City network after it is designed for HTC to use the middle mile fiber to Arlington.

Councilor Stinchfield thanked Bott for having patience with the City of Condon.

4. Other

Greiner asked if the Fiber Council was looking how to extend broadband to the rural residents in Gilliam County. Councilor Jamieson asked if Columbia Basin Electric Cooperative was doing any projects in Gilliam County. Bott said that he was not aware of CBEC doing any work in Gilliam County at this time, but had projects in Morrow County. Greiner stated that she had a conversation with CBEC Director Lori Anderson and CBEC CEO Andy Fletcher and they are still working to facilitate companies to get broadband to the rural customers in their service area. Councilor Farrar-Campbell stated that the Gilliam County Court has identified fiber access in their recent strategic plan and was going to circle back with the Court members, specifically new Commissioner Pat Shannon to determine next steps. She hoped to identify the spots in Gilliam County that were under served and determine if there are federal funds to assist with getting broadband to those residents. She added that they were open to working with private companies but realized that the public sector will need to be involved to provide funds to get this completed.

Councilor Rattray noted that two of her grandchildren worked from home in rural Gilliam County and have had difficulty getting internet to do their jobs. Councilor Farrar-Campbell added that her sister struggled with having adequate internet to connect to her office in Texas. Councilor Stinchfield stated that the fiber effort has been flatlined lately and they need to pick up the pace to get internet to all county residents. Greiner asked if a survey may not be helpful to all county residents to determine what internet they were using, speeds, reliability and cost to determine the direction needed for adequate service. She added that the City is looking to send out a survey for the community swimming pool and asked if this should be added to have combine the information for one survey. It was the consensus that would be good to combine the subjects. She will gather the old survey and questions for the swimming pool questions and hope to determine how to get out to all residents in next six weeks.

Bott asked where they would connect to the Council's dark fiber in Condon. He would prefer to connect at his central office in Condon. It was noted that CBEC has offered their communication shelter on the north end of town, but Bott said that they had issues with working to get connection at that point. Bott added that they will evaluate what they can provide north of Condon to residents along the dark fiber route. He asked for a KMZ of the dark fiber vault locations and Greiner will get those and email it to him.

5. Adjourn

Council Chair Rattray adjourned the meeting at 3:44 p.m.

COY REAL ESTATE LLC

P.O. Box 357
Kent, OR 97033
661-433-0844

February 25, 2021

City of Condon

128 S. Main Street
Condon, OR 97823

To the City of Condon,

Thank you for the opportunity to submit this proposal to develop residential units on six to twelve vacant lots located in Condon Oregon. I am confident that Coy Real Estate LLC is a qualified candidate and cost-effective partner to work with the City of Condon in order to meet the City's objective to provide residential housing to the community.

Additionally, as an alumni of Condon High School and current rental property owner, my passion to help the Condon community through this housing crisis grows stronger each year as I consistently receive numerous phone calls from individuals looking to rent or buy homes in this area due to new job opportunities. It seems that during these difficult times of COVID-19 where employees are allowed to work remotely, we are also seeing more and more families looking to move out of the big cities to raise their children in a community such as Condon. I believe that we really can't build fast enough in order to meet the housing demands of the Condon community. I look forward to this opportunity to assist with developing these residential homes with the City of Condon.

If you have any questions about this proposal or qualifications, please contact Amy Coy at (661) 433-0844. Thank you again for the opportunity to present this proposal.

Warm regards,

Amy Coy

Managing member of
Coy Real Estate LLC

CONDON HOUSING DEVELOPMENT PROPOSAL

Executive Summary

The objective for this project is to **purchase** from the City of Condon (the “City”) twelve 50 foot by 100 foot lots and work with the City to **develop** the lots with the proper infrastructure (water, sewer, power) in order to **build** single or multi-family homes.

This proposal will outline a plan that will specifically address how the property will be developed and timing for the specific components of the development process. It will also address a proposal for the areas of development that the City will be responsible for and which areas Coy Real Estate will be responsible for.

We will discuss why Coy Real Estate and its project partners have the experience and knowledge to manage this project and meet the stated objective of providing six residential homes to the City of Condon.

General Information

Primary Contact: Amy Coy, managing member of Coy Real Estate LLC
P.O. Box 357
Kent, OR 97033
661-433-0844
amycoycpa@gmail.com

Experience/projects: **Amy Coy** and **Coy Real Estate** have over 15 years of experience in purchasing and renovating residential rental properties along with buying and selling residential real estate. Amy currently owns seven rental properties and one duplex in Condon, one rental property in Kent, Oregon and one rental property in Las Vegas, Nevada. Additionally, Amy has experience with working with home builder contractors from building her home with her partner, Ron Mobley, where they currently live. Amy is also in the process of building two duplexes in the City of Grass Valley Oregon through an Opportunity Zone Fund that she also owns with Ron Mobley. Her experience includes overseeing contractors, filing permits, working with surveyors for lot replat, review of Plan design, and working with septic system contractors. Additionally, Amy has over 30 years of experience as a CPA overseeing multiple audit projects. As a partner of a CPA firm based out of the Los Angeles area, she has the ability to manage people and projects at high levels.

Coy Real Estate LLC will partner with various other contractors to complete the sidewalks, excavation and prep for homebuilding and other areas as needed. Those partners include **North Pacific Construction** (Rick Bissonnett has over 40 years of home building experience) as project manager, **Donny Peterson** for

excavation work, and **HiLine Homes** to build the residential homes. **Linda Smith** will be the realtor to sell developed lots for the purpose of building residential housing and then to sell any homes built by Coy Real Estate LLC for the remaining unsold lots.

Capacity to complete Project within timeline:

The timeline specified by the City is to build and occupy the homes within a 24-month period. Coy Real Estate is requesting that this timeline does not commence until all infrastructure to the lots have been completed. An extension to this established 24-month timeline will be included in the development agreement.

Coy Real Estate will split the project into two phases. This **first phase** will be to sell as many of the developed six lots as possible in 2021 to individuals and/or investors who plan to build a residential home either to reside, rent or resale. The **second phase** will commence January 1, 2022 where Coy Real Estate LLC will build residential homes on the remaining developed lots that were not sold in 2021. For phase two, Coy Real Estate will contract with a home builder such as HiLine Homes to build two and three bedroom homes, which will then be available for resale.

Project Approach

As noted above, the project will be developed in two phases. During phase one, the property will be developed such that each lot is ready for resale. A replat will be required to remove the interior lot lines to change from 12 lots to 6 lots and a survey completed for the new 100 by 100 foot lots. Additionally, the underground utilities will be installed during this phase along with sidewalks on the east and west side of the property (along Jefferson Street and McKinley Street).

Coy Real Estate proposes the following to be completed during **phase one**, possibly in the following order:

City Responsibilities:

- Remove all dugout buildings and fencing currently existing on the property
- Replat the lots to remove the interior lot lines to adjust the lots to 100 by 100 feet
- Survey and mark each 100 by 100 foot lot
- Install all underground utilities, including water, sewer, storm drain extensions, electric, and internet
- Complete all items within 90 days of sale of the property to Coy Real Estate

Coy Real Estate Responsibilities:

- Add sidewalks along property line on Jefferson Street and McKinley Street
- List for sale the developed 100 by 100 lots
- Listed lots may have a contingency attached to the deed to require the home to be built within 24 months from date all utilities are installed on lots. An additional **penalty fee** may be paid to the City of Condon by the current lot owner if the home is not built within the established 24-month

timeline. Extensions will be approved by the City if requested by the lot owner.

- Provide lot buyers a packet of information needed to assist with building the home, including contractor business cards, contact for excavation work, HiLine Homes pricing sheet and home plans.

Phase two is expected to begin on January 1, 2022. During this phase, Coy Real Estate will begin to build 2 and/or 3 bedroom homes on the remaining unsold lots. For Phase two, Coy Real Estate proposes the following to be completed:

City Responsibilities:

- Add a new asphalt paved road from E. Summit spring to E. Spring Street to extend S. McKinley Street along the east side of the lots.
- Complete the new asphalt paved road within 180 days of sale of the property to Coy Real Estate

Coy Real Estate Responsibilities:

- Commence building 2 and/or 3 bedroom homes by utilizing a builder such as HiLine Homes.

ADDITIONAL INFORMATION

Neighborhood compatibility:

In previous real estate projects, Coy Real Estate assesses the highest and best use of the property and the community's needs. For the past several years the Condon community has had a high demand for rental properties for both individuals and families. As a result, Coy Real Estate has continued to purchase homes to add to the rental pool in order to address the needs of the community.

Housing needs in Condon:

The housing that is lacking in the Condon community is both 2-4 bedroom homes for sale and also 1-3 bedroom homes for rent. This project is intended to first address the needs to build homes for resale and then to build for rental property, depending on the real estate market at the time of completion.

Financial contingency:

Coy Real Estate currently has the capital to fund the project. However, to the extent additional financing is required to build multiple homes, a verbal pre-approval has been obtained for a construction loan at a 3% interest rate from the **Pioneer Community Development Corporation**.

City Planning and Building Code approval:

Required building permits will be obtained by the land owner prior to construction for each home.

Purchase Price

Coy Real Estate is offering the City **\$60,000** for the 1.39 acres located between E. Spring St. and E. Summit St., legally described as lots 1 through 12 of block 66 of Lancaster's Addition to Condon, county tax map of 04S21E10DB-04500. Each lot may have a contingency attached to the deed to require the home to be built within 24 months from the date all utilities are installed to the properties. An additional fee may be assessed by the City of Condon to the current lot owner if the home is not built within the established 24-month timeline. Extensions will be available for approval by the City if requested by the lot owner.

References

- | | | |
|---------------|--------------|---|
| Darla Seale | 541-980-9454 | Had employee who needed housing, purchased home requiring complete remodel of bathroom, new floors, new paint, and new roof. Completed this in time before employee was evicted. |
| Linda Smith | 541-378-7494 | Have worked with Linda for past 10 years in purchasing and selling rental properties. |
| Ron Mobley | 541-705-7065 | Own a rental property with Ron and have also completed a fix and flip home in Grass Valley with Ron. Currently building duplexes in Grass Valley with Ron through an Opportunity Zone Fund. |
| Jackie Hardie | 541-806-0924 | Jackie also owns numerous residential rental properties in the Condon area. I have attended real estate conferences with Jackie and we consult on various projects and real estate opportunities. |

Conclusion

Coy Real Estate has performed a feasibility study with regard to this project to determine if the cost to develop and build will be lower than the going market price in this community. Due to the recent demand for housing, we have seen multiple offers on homes for sale where housing is sold for a price higher than the list price. We anticipate that this demand will continue as people from larger cities continue to look for smaller communities to move to as most employers are now allowing employees to work virtually from anywhere. As a result, we expect that the housing market for new homes in Condon should be able to sustain pricing from \$200,000 to \$250,000 in the next year or so. Although this remains a very thin margin for investors, it appears that there would still be some profits if done efficiently. Additionally, we have also identified 3 - 5 prospective lot buyers who are interested in building a home in this location.

We believe that Coy Real Estate is the right match to see this project to completion and meet the City's primary objective to build residential homes suitable in size and price for working families.

City of Condon
Solid Waste Agreement
GARBAGE REGULATIONS

For statutory provisions restricting local authority in area of solid waste control, see ORS 459.095. Legislative History: Ord. 1831 (2002); Ord 1818 (2001); Ord 1815 (2001); Ord 1725 (1997); Ord 1562 (1985); Ord 1482 (1980); Ord 1371(1975)

Sections:

1. Grant of Exclusive Franchise
2. Definitions
3. Compliance with State Laws
4. Franchise Required
5. Franchise – Acceptance, Termination and Special Services
6. Facilities and Records of Franchisee
7. Insurance
8. Hold Harmless
9. Service Requirements--Generally
10. Rates and Charges
11. Suspension, Modification or Revocation of Franchise
12. Termination of Service
13. Submerged Containers Prohibited
14. Container Specifications
15. Solid Waste to be Hauled to Designated Sites Only
16. Vehicle Requirements For Haulers

17. Illegal Dumping into Municipal containers

18. Complaint Procedure

19. Violations

1. Grant of Exclusive Franchise

1.1 The City hereby grants to Waste Connections of Oregon, Inc., an Oregon Corporation, dba The Dalles Disposal (TDD) an exclusive right, privilege and franchise to operate and conduct a collection service for both solid waste and recyclable material within the service area, subject to the terms and conditions contained herein. The City may, in its sole discretion, enforce the exclusivity provisions of this franchise against third-party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the exclusivity provisions of this franchise against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Franchisee. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this franchise, including, without limitation, the exclusive service rights granted to Franchisee pursuant to this franchise.

2. Definitions. The following terms shall have the meaning given them by ORS 459.005 and OAR 340-90-010: "Collection service", "Recyclable material", "Energy recovery", "Material Recovery", "Recycling", "Reuse", "Source separate", "City" shall mean the City of Condon.

"Collectible solid waste" shall mean solid waste collected and hauled by a franchisee, but does not include: special waste; sewage sludge, septic tank and cesspool pumpings or other sludge; discarded or abandoned vehicles or parts thereof; manure, vegetable or animal solid and semisolid wastes; hazardous wastes as defined below and as defined in ORS 466.005; and materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals.

"Council" shall mean the City Council of the City Condon.

"Franchisee" shall mean a person who is granted a franchise pursuant to the provisions of this agreement.

"Hazardous Wastes" shall have that meaning in ORS Chapter 459; that meaning given by another governmental unit having jurisdiction; or waste found by the collector to be hazardous to its service providers, to service equipment or the public.

"Person" shall mean a public or private corporation, local government unit, public agency, individual, partnership, association, firm, trust, estate, or any other legal entity, and may include the plural if the context requires.

"Resource Recovery" shall mean the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling or reuse of solid waste.

"Service" shall mean the collection, transportation, reuse, recycling or other resource recovery from or disposal of collectible solid waste.

"Service Area" shall mean the City and any area annexed hereafter.

"Solid waste" shall mean all putrescible and nonputrescible wastes, including, but not limited to, garbage, rubbish, refuse, ashes, waste paper and cardboard; sewage sludge, septic tank and cesspool pumpings or other sludge; commercial, industrial, demolition and construction wastes; discarded or abandoned vehicles or parts thereof; discarded home and industrial appliances; manure, vegetable or animal solid and semisolid material, dead animals, infectious waste as defined in ORS 459.386; but the term does not include:

2.1 Hazardous Wastes.

2.1.2 Material used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals.

3. Compliance with State Laws. Franchisee shall comply with all applicable statutes and administrative regulations concerning the collection, storage, and disposal of collectible solid waste and recyclable material enacted by the State or Oregon. In the event the State statutes or regulations impose duties upon collectors, which are in addition to, or different from the duties imposed by this agreement, the State statutes and regulations shall be fully complied with.

4. Franchise Required. It shall be unlawful for any person other than Franchisee to provide a collection service upon the streets and public ways of the City, except under the following circumstances:

4.1 Non-profit religious, charitable, youth, community service, or other benevolent organizations shall be exempt from the requirements of this section when collecting recyclable materials for fund raising purposes. Any collection of recyclable materials by such organizations shall be carried out in a manner that will assure the recyclable materials are transported in a secure manner to prevent littering of the streets and highways of the City and adjoining areas.

4.2 Any person may transport collectible solid waste produced by the person or recyclable material produced by the person upon the streets of the City without procuring a franchise therefore and without complying with the regulations imposed upon collectors under this agreement; provided that such collectible solid waste material or recyclable material must be hauled in such a manner as to prevent leakage or litter upon the streets, and must be transported directly to

an authorized disposal site or transfer station. In this instance the “person” must be the current tenant/resident of the premises. Landlords may not provide collection service for their tenants, and transporters under this subsection must be paid as employees, not as a hired service. The manner and place of disposal shall be as designated by the person or persons in charge of the disposal site or the transfer station. **Person may collect and transport solid waste for another person if they are a not-for-profit organization, or as a donated service. Persons must abide by current city regulations in regards to securing loads to the transfer station.**

4.3 Recyclable material or collectible solid waste transported by employees of the City, while on duty.

4.4 The collection, transportation or redemption of returnable beverage containers under ORS Chapter 459A and that portion thereof commonly known as the bottle Bill.

5. Franchise Acceptance, Term, Special Services.

5.1 The franchise shall not take effect until the Franchisee has filed with the City Recorder a written acceptance of the franchise (“Effective Date”).

5.2 The franchise shall be for a continuing ten (10) year term from and after the Effective Date (“Initial Term”). Upon expiration of the Initial Term, the franchise then shall automatically extend and renew for an additional ten (10) years on the

same terms and conditions as provided in this agreement, as it may from time to time be amended, unless either party elects not to extend this franchise under its existing terms by providing written notice to the other party at least one hundred and twenty (120) days prior to the expiration of the Initial Term.

5.3 In lieu of any requirement that the Franchisee pay a franchise fee, the Franchisee shall haul collectible solid waste in the City Main Street cans located in planters or on vacant lots of Main Street, City Shop cans, the City Park container and the Senior Citizen cans at the Memorial Hall free of charge. Sufficient cans or containers, up to [REDACTED] in total, will be provided for ongoing services and extra collectible solid waste generated at these locations which fit within the cans or containers will be accepted at no charge. At a minimum, service will be provided once per week, but no more than once per week.

6. Facilities and Records Of Franchisee.

6.1 Upon at least 3 days' prior written notice, Franchisee shall, at reasonable times, permit inspection of its facilities, equipment and personnel providing service, but only to the extent necessary to confirm Franchisee's compliance with the terms herein.

6.1.2 Franchisee shall maintain a proper set of books or records of account in accordance with sound accounting principles and practices applicable in the industry. The books and records shall show:

- a. An accurate reflection of income and expenses from service provided pursuant to the license and/or franchise, and financial condition of the licensee or franchisee. (It is understood that the franchisee may consolidate its franchises in one operating area into combined financial statements. Certain allocations may be used to establish operating expenses in each franchise area);
- b. Address of each recipient of the service;
- c. Dates of service;
- d. Types of service provided, including, but not limited to, collectible solid waste service and/or recyclable material service;
- e. Rates charged for each service.

6.1.3 To the extent directly related to Franchisee's services hereunder, Franchisee shall keep records of the information required to be reported under OAR 340-90-100 and shall assist the City in complying with the reporting requirements therein.

7. Insurance. Before beginning to operate the service, Franchisee shall procure, and during the term of the franchise, the Franchisee shall continue to carry comprehensive general liability insurance in a responsible company with a combined single limit of not less than **\$1,000,000.00** for bodily injury/property damage, or in the higher amounts as may hereafter be mutually agreed to by the City and Franchisee to account for increases in municipalities' limits of liability

under ORS 30.270 or any similar statute in effect hereafter. The policy or policies of insurance shall name the City as an additional insured and the franchisee shall file evidence of such insurance with the City Recorder. The policy or policies shall be without prejudice to other existing coverage. Franchisee shall provide the City thirty (30) days advance written notice if a policy's limits are reduced or if a policy is terminated or materially altered.

8. Hold Harmless. The Franchisee shall hold harmless the City, its officials, agents and employees, and shall indemnify the City, its officials, agents and employees for any claims of injury to property or person to the extent resulting from *franchisee's negligence or willful misconduct under the franchise.*

9. Service Requirements - Generally.

9.1 Franchisee shall provide sufficient collection vehicles, containers, facilities, personnel and finances to provide service or subcontract with others, if prior consent to do so is given by the Council, and to provide such service pursuant to the terms and conditions of this agreement.

9.2 9.2 Franchisee shall transport collectible solid waste in compliance with all applicable state laws and regulations governing collection, loading and transport of collectible solid waste.

9.3 Franchisee shall respond to all calls for service within a reasonable period of time, in addition to providing regular service. Franchisee shall provide weekly

residential collection service and service to commercial, industrial and governmental entities at least once per week. Additional service shall be provided if necessary to prevent the creation of a nuisance or health hazard. Additional charges shall apply for any additional services.

9.4 Notwithstanding anything herein to the contrary, Franchisee shall not be required to collect, transport, dispose of or otherwise handle any material which is or contains, or which Franchisee reasonably believes to be or contain, Hazardous Waste or any other type of waste other than collectible solid waste. Title to all collectible solid waste shall pass to Franchisee upon it being loaded onto Franchisee's collection vehicle. Customers receiving the service shall not deposit in Franchisee's equipment or place for collection by Franchisee anything other than collectible solid waste. Title to and liability for any Hazardous Waste or any other type of waste other than collectible solid waste shall remain with the generator of such waste, even if the Company inadvertently collects and disposes of such waste.

10. Rates And Charges and Payments.

10.1 Franchisee's proposed rates for services shall be set by Resolution of the Council and only Franchisee is authorized and required to charge rates under this Agreement. The rates in effect at the time of passage of this Agreement shall remain in effect until they are modified by the Council.

10.2 All rates shall be just and reasonable and adequate to provide the necessary collection service and shall comply with OAR 340-90-040 (3)(h).

10.3 The rates shall be annually adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the Bureau of Labor Statistics, Southeastern Regional Office in Atlanta, Georgia 1982-1984 = 100) (the "C.P.I.") shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary of the Effective Date, and rate adjustments for succeeding years shall take effect on the successive anniversary dates of the Effective Date during each succeeding year throughout the term hereof and all extensions/renewals.

10.4 The rates are based upon an initial fuel cost of \$2.91 per gallon of Retail On Highway Diesel Prices. The rates shall be subject to a fuel adjustment as follows: an increase of one percent (1%) for every ten cents (\$0.10) increase in the per gallon price of diesel fuel. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the West Coast (PADD5) Index. The EIA/DOE currently publishes these prices on their website as follows: http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r50_w.htm.

10.5 The rates shall be increased to offset any change in conditions which increase Franchisee's costs, including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which Franchisee is to operate, or changes in federal, state or local laws, rules or regulations. Franchisee shall also be entitled to an increase in rates to offset any increased costs associated with longer haul distance if use of an alternate landfill for disposal site is necessary or prudent. Documentation of such increases shall be submitted to the City Council at its request. Additionally, in the event Franchisee becomes liable for or is required to collect and/or pay any governmental tax or surcharge in relation to its services hereunder, such tax or surcharge may be added to the rates charged by Franchisee.

10.6. In the event of a program change or extraordinary event as agreed to by the Franchisee and Council, the Council may consider, but is not limited to, the following factors:

- a. Rates charged for collection service in other cities in Oregon;
- b. The most recent annual Consumer Price Index (CPI-W) for all Urban Consumers in the Portland-Salem area as published by the US Bureau of Labor Statistics;

c. Costs and revenues associated with the program change or extraordinary event;

d. A minimum rate sufficient to provide a reasonable rate of return;

e. The need for equipment replacement and the need for additional equipment to meet service needs and to be in compliance with federal, state and local law;

f. Increase in population or increase of intensive development within the service area.

10.7 Franchisee shall obtain approval from the Council in the same manner as rates are established of proposed changes or additions to service not covered by current rates prior to offering the new service. The City Administrator may approve interim rates for these services in order to allow Franchisee to meet customer needs until such time that Council can permanently adopt them.

10.8 The Franchisee shall not give any rate preference to any person, locality or type of solid waste stored, collected, transported, disposed of or resource recovered. This paragraph shall not prohibit the Council from establishing uniform classes of rates based upon length of haul, type or quantity of solid waste handled and location of customers so long as such rates are reasonably based upon costs of the particular service. The Franchisee may volunteer service at reduced rates for a charitable, community, civic or benevolent purpose.

10.9 Franchisee shall bill all customers for all services, whether regular or special. When the services are provided to premises that are not occupied by the owner, it shall be the owner's election whether or not the bill shall be mailed to the owner or the occupant; provided, however, owner and occupant shall be jointly and severally liable for the bills.

10.10 Franchisee may discontinue service as set forth in this Section. Customers who have not remitted required payments within thirty (30) days after the date of billing shall be notified of such failure. Services may be discontinued fifteen (15) days from the date of notice of payment if payment is not made before that time. Upon payment of the delinquent fees, Franchisee shall resume collection on the next regularly scheduled collection day. Customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld. Franchisee shall be entitled to a reinstatement fee of \$25 for reinstating service after such customers' bills are brought current.

10.11 The fees levied for service by Franchisee shall be collectible in any manner provided by law, including, without limitation, the reporting of delinquent payers to collection agencies or bureaus. Franchisee may collect a late payment penalty fee which shall not exceed the maximum interest rate permitted under Oregon law on all payments not timely received. In addition, Franchisee shall be entitled to collect all reasonable costs and attorney's fees relating to the collection of past due amounts.

11. Suspension Modification or Revocation of Franchise.

11.1 The Franchisee's failure to comply in all material respects with the provisions of this Agreement shall be grounds for modification, suspension or revocation of the franchise, or other action as set forth below. Franchisee shall be provided written notice of any such alleged failures. No recourse shall be taken against Franchisee if the alleged failures are cured within ten (10) days of Franchisee's receipt of the written notice.

a. The City shall provide written notice to the Franchisee of the grounds for modification, suspension, or revocation and the Franchisee shall have not less than twenty (20) days from the date of mailing of the notice in which to comply or request a public hearing before the Council.

b. If the Franchisee fails to comply within the period of time designated in the notice or the Franchisee requests a hearing, a public hearing shall be held at which all interested persons shall have the opportunity to present oral, written or documentary evidence.

c. Upon making appropriate findings, the Council may suspend, modify or revoke the franchise or make such action contingent upon continued noncompliance, in addition to imposing any other penalties that may be imposed.

11.1.2 If in the opinion of the Council there is immediate and serious danger to the public through the creation of a health hazard as a result of the Franchisee

not complying with the terms of the Agreement, the Council may take whatever action it deems appropriate within a time specified in a notice to the franchisee explaining the threat and the proposed action by the Council, and may dispense with a public hearing prior to taking such action.

12. Termination of Service. Franchisee shall not terminate service to all or a portion of its customers unless:

12.1 The street or road access is blocked and there is no alternate route reasonably accessible for Franchisee's usual collection practices and provided that the City shall not be liable for any such blocking of access;

12.2 Excessive weather conditions render providing service unduly hazardous to persons providing service or such termination is caused by accidents or casualties or events caused by an act of God or a public enemy;

12.3 A customer has not paid for service provided after a regular billing and after a 15 day written notice to pay; or

12.4 Ninety (90) days written notice is given to the Council and to affected customers and written approval is obtained from the Council.

13. Submerged Containers Prohibited. The installation and use of submerged garbage containers is prohibited. For the purpose of this section, a "submerged container" is any container, the bottom of which is below the elevation of the

surrounding surface including, but not limited to, containers located in a concrete, metal or earthen well.

14. Container Specifications.

14.1 Franchisee shall not be required to pick up collectible solid waste, which, together with the container, weighs more than sixty (60) pounds. This provision does not apply to collection from dumpsters or other large containers Franchisee is capable of handling with mechanized equipment.

14.2 Solid waste collection containers shall be leak-proof, have one handle on each side of the container, and have a tight-fitting lid. The owner of the premises on which the container is stored for collection shall keep the container and place where the containers are stored in a sanitary condition.

14.3 Any and all equipment provided by Franchisee shall remain the property of Franchisee; however, while at the customer's location, such customer shall have care, custody and control of the equipment and shall be responsible for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Franchisee's handling of the equipment) and for its contents. In the event a customer damages the equipment, the customer will be responsible for paying the resulting repair or replacement costs. Customers shall not overload (by weight or volume) any equipment provided by Franchisee or any container serviced by Franchisee. Franchisee reserves the right to assess the customer a reasonable replacement cost for containers that are not returned, lost

or damaged beyond repair. The word “equipment” as used herein shall mean all containers provided by Franchisee for use in the storage of collectible solid waste.

14.4 All containers shall be placed in a location that is readily accessible to Franchisee and its collection equipment, not to exceed three (3) feet from the curb or edge of the traveled portion of the street or road and not to be located in a manner that will inhibit proper servicing. In rural areas, if applicable, collection will be limited to mailbox locations, and private roads will not be traveled. If access to a container is inhibited, Franchisee shall notify the customer. Franchisee shall have no obligation to collect containers that have not been placed in the proper location by 5:30 a.m. on the scheduled collection day.

15. Solid Waste Disposal and Storage.

15.1 All collectible solid waste collected by the Franchisee within the City for processing and/or disposal shall be delivered to Columbia Ridge Landfill owned by Waste Management. Under a host agreement signed by Gilliam County Commission and Waste Management, all waste from The City can be disposed of at Columbia Ridge at no charge. In the event that the agreement with Waste Management is terminated or materially altered or found to be unenforceable in such a way that Franchisee can find an overall lower cost disposal option elsewhere, the Franchisee may redirect the collectible solid waste accordingly and all rates shall be adjusted to account for such additional disposal costs.

15.2 All persons in the City shall dispose of all solid waste before the same shall have become offensive, and not create a nuisance by permitting any solid waste to accumulate on or about premises, and to dispose of solid waste in the manner prescribed by this agreement by hauling or causing the same to be hauled to a disposal site or drop station authorized by the Oregon Department of Environmental Quality.

15.3 No person shall throw, scatter or dispose of solid waste, or cause solid waste to be thrown, scattered or disposed, except in accordance with this Chapter.

15.4 No person shall store solid waste or cause solid waste to be stored on premises owned or controlled by that person except as specified in this Section.

15.5 No person shall place solid waste or any material in a solid waste storage container unless authorized by the owner of the container to do so. For purposes of this Section, the Franchisee is the owner of any containers supplied by the Franchisee.

16. Vehicle Requirements For Franchisee. It shall be unlawful for Franchisee to transport collectible solid waste in the City except in a vehicle which complies with State Department of Transportation requirements, is equipped with a covered, watertight and drip-proof metal box with welded seams, and is thoroughly washed; provided, however, that non-liquids and innocuous substances may be conveyed in suitable conveyances with provision against

litter by having a covered waterproof and closable box. All vehicles shall comply with all applicable local, state and federal vehicle regulations, and be equipped with a covered waterproof closable box.

17. Illegal Dumping into Municipal Containers. No person shall dispose of household solid waste into any municipally owned container unless the container is specifically designated for such use or the person is otherwise authorized to do so.

18. Complaint Procedure.

18.1 Franchisee shall return customer phone calls within one full business day, and work with customers to readily resolve any concerns.

18.2 Any person having a complaint or a serious concern other than an occasional missed pickup or similar matter with respect to the Franchisee's solid waste collection service may submit the complaint in writing to the City Administrator. The City Administrator shall immediately forward a copy of the complaint to the Franchisee. Within 10 days after the Franchisee receives the complaint, the Franchisee shall respond to the City Administrator in writing responding to the complaint and, if applicable, setting forth how the Franchisee intends to resolve the complaint. The Franchisee shall have 30 days from the date of its response to the City Administrator to resolve the complaint, or a longer period of time if the complaint cannot be reasonable resolved within the 30 days period.

a. If the City Administrator receives the same or similar complaint more than once during any six (6) month period, the Franchisee shall meet with the City Administrator to discuss the complaint and its resolution. The City Administrator shall set a reasonable period for Franchisee to resolve the complaint. If the Franchisee does not thereafter resolve the complaint to the satisfaction of the City Administrator, the Franchisee shall be considered in noncompliance with the provisions of this Chapter, and the franchise may be modified, suspended, or revoked, or other action taken, in accordance with Section 12.

19. Violations. Any person violating any of the terms of this agreement shall, **be subject to fines not exceeding** upon conviction thereof in the Municipal Court, or upon a plea of guilty before such Court, be subject to a fine not exceeding \$2,500 **per incident and costs of any litigation to recover fines including city's reasonable attorneys fees.**

20. Roadways. Franchisee will not be responsible for damage to any pavement, curbing, driving surface or right of way caused by the weight of Franchisee's trucks or equipment reasonably necessary for Franchisee to provide the services described herein, provided such damage was caused by ordinary wear and tear in the normal course of performance of Franchisee's services and not the negligent acts or omissions of Franchisee.

21. Responsibility for Equipment. Any and all equipment provided by Franchisee shall remain the property of Franchisee; however, while at the

customer's location, such customer shall have care, custody and control of the equipment and shall be responsible for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from the Contractor's handling of the equipment) and for its contents. In the event a customer damages the equipment, the customer will be responsible for paying the resulting repair or replacement costs. Customers shall not overload (by weight or volume) any equipment provided by Franchisee or any container serviced by Franchisee. Franchisee reserves the right to assess the customer a reasonable replacement cost for containers that are not returned, lost or damaged beyond repair. The word "equipment" as used herein shall mean all containers provided by Franchisee for use in the storage of collectible solid waste or recyclable material.

21. Force Majeure. Franchisee shall not be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this franchise.

22. Severability. If any provision of this franchise, or if the application of such provision to any particular person or circumstance, shall to any extent be held by a court of law with jurisdiction over the parties to be illegal or invalid then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or otherwise stricken from this franchise. The

remainder of this franchise, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this franchise shall remain valid and enforced to the fullest extent permitted by law.

23. Independent Contractor. Franchisee shall be an independent contractor and nothing contained in this franchise shall be construed in any way to create a relationship of principal and agent, employer and employee or master and servant between the City and Franchisee or their respective employees or agents.

This agreement was approved by the Condon City Council the ____ of _____, 2021.

Jim Hassing, Mayor

Date _____

Waste Connections of Oregon, Inc.

Date _____



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

**CITY OF CONDON
WORK SESSION AGENDA
PARK & RECREATION MEETING
Friday, February 12, 2021, 3:30 PM
CONDON CITY HALL**

1. Call the Meeting to Order

1.1. Join Zoom Meeting

<https://us02web.zoom.us/j/86323874771?pwd=TTNpeTVQaFIwS2MrcGo0YzdzRFFlZz09>

Meeting ID: 863 2387 4771

Passcode: 384704

One tap mobile

+13462487799,,86323874771#,,,,*384704# US (Houston)

+16699006833,,86323874771#,,,,*384704# US (San Jose)

Mayor Jim Hassing called the meeting to order (over Zoom) at 3:30 p.m.

Present: Mayor Jim Hassing; Councilors Tom Fatland and Dawn Parm; Staff City Administrator Kathryn Greiner

Absent: None

2. Swimming Pool Operations

2.1. Repairs & Timelines

Councilor Fatland stated that he has had contact with John of The Pool and Spa to determine the fixes to the pump, boiler and solar system to get the system working properly. He added that a recent conversation with John would have a person that is an "expert" on solar systems come to Condon to see what needs to be fixed. He thinks that he may be able to fix with the current quote, but if that doesn't make it work better the solar system may need to be replumbed from 2" to 3" piping. CA Greiner stated that Councilor Jamieson asked about Jamieson & Marshall bidding on the repairs of the pool and that she would check into the legalities of allowing the pool to be fixed without an RFP. Councilor Parm stated that she would like to have a company that has pool experience fix the pool. Mayor Hassing stated that he could see J&M looking and repairing the boiler. Councilor Fatland said that the boiler is not a stand alone piece of equipment and would need to be considered with the system as a whole. He added that there may be an issue maintaining the pool manager Shellie Johnson if needed repairs are not done by professionals. CA Greiner will also discuss the pool lining with Johnson to determine what can be done to keep staff and swimmers safe as it has cut the feet of some swimmers in the past.

It was recommended that Councilor Fatland and CA Greiner contact John at The Pool & Spa House to see when the solar person could visit and review the system to see how to proceed to making it work. CA Greiner will also contact City Attorney Wyatt Baum to determine what needs to be done with repairs over \$30,000 in regards to the Public Contracting Rules.

CA Greiner also discussed that minimum wage may be raised to \$15 an hour which would increase staff costs considerably. It will be budgeted for that amount in the 2021-22 budget. It was also discussed of getting a list of repairs from Johnson on the pool house and give to J&M to determine repairs.



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3. Golf Course Operations

3.1. Repairs & Timelines

CA Greiner said that she had a recent conversation with Councilor Fatland and PW Superintendent Gibb Wilkins about what needs to be done on the golf course for the upcoming year. It was noted that with the golf course wells not being able to produce enough water to adequately supply the course, the city is looking to getting the water from the 12" line that runs down Number 9 to the pumphouse in the middle of the course. Councilor Fatland stated that once the city water is connected to the irrigation to the golf course, we need to be responsible with the amount of water that is used. PW Wilkins is also going to order irrigation controllers for the golf course that will shut off if raining or windy that will conserve water. A similar system has been put on the park irrigation and is estimated to cut 20% of the water use. CA Greiner also noted that PW Wilkins is ordering seed for the fairways that need it the most. The city is working on water conservation plans that can be shared with the city's biggest users, which includes the golf course.

4. Other

CA Greiner brought up that the Fiber Council has recommended a survey and suggested that it be combined with the swimming pool survey. This survey is expected to be distributed to all county residents.

5. Adjourn

The meeting was adjourned at 4:06 p.m.



3/1/2021

Dear Condon City Council,

Thank you for your support this past year. As we begin to plan for 2021, we would again like to ask you for your continued commitment.

Please consider allocating the funds committed in 2020 for this year's events.

2021 Summer Concerts and Artisans Markets - \$2500.00

With your continued support we can further the effectiveness of the Chamber's leadership benefiting the community and Gilliam County as a whole. These events celebrate our heritage and make our community a welcoming place to visit and call home.

We took the line-up for 2020 and re-booked them for 2021.

We appreciate your consideration and support please let me know if you have any questions.

Sincerely,

K'Lynn Lane

**CITY OF CONDON
RESOLUTION NO. 2021-04**

**A RESOLUTION OF THE CITY OF CONDON DECLARING CERTAIN FIXED
ASSETS AS SURPLUS PROPERTY**

WHEREAS the fixed assets listed below have exceeded their life expectancy;

THEREFORE BE IT RESOLVED by the governing body of the City of Condon that the City does hereby declare the following equipment surplus for the purpose of disposal:

- 1995 Chevrolet 2500 Pickup - VIN 1GCGK24K2SE221640

Passed by the City Council and signed by the Mayor this 3rd day of March 2021.

Jim Hassing, Mayor

Date: _____

Kathryn Greiner, City Administrator

Date: _____