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

AGENDA
CITY OF CONDON
REGULAR MEETING
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON
Wednesday, October 5, 2022, 7:00 PM

1. ZOOM LINK

1.1. https://us02web.zoom.us/j/86997974969?pwd=V3FYZFo1eXp2Nm5HVjcrcjhJUXB6dz09

Meeting ID: 869 9797 4969
Passcode: 464784

2. CALL REGULAR MEETING TO ORDER

3. ROLL CALL

4. ADDITIONS TO AGENDA

4.1. **Review & Approve K3 Construction LLC Payment for Pennoyer Street Paving

5. PUBLIC COMMENT

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

6. CONSENT AGENDA

6.1. Review & Approve the September 7, 2022 Regular Condon City Council Meeting Minutes

6.2. Review September Accounts Payable & VISA Statements

6.3. **Review & Approve K3 Construction LLC Payment for Pennoyer Street Paving

7. OLD BUSINESS

7.1. Condon Grade School Update

7.1. Landscape Architect

7.1. Winterization & Heating

7.1. CGS Building - Abatement & Grant Update

8. NEW BUSINESS

8.1. Discuss Mural Ordinance Update

8.2. Condon School District Swimming Pool Lease

9. STAFF REPORTS

9.1. Public Works - Public Works Superintendent Gibb Wilkins

9.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

9.3. Administration - City Administrator Kathryn Greiner

10. COUNCIL INFORMATION

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10.1. Swimming Pool Thank You Note - Cindy Osterlund

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City Council meeting is scheduled for Wednesday, November 2, 2022, 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 September 29, 2022

128 S Main St.
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City of Condon
Regular Council Meeting Minutes
Wednesday, September 7, 2022
7:00 PM

1. COUNCIL MEETING LOCATION & ZOOM LINK

1.1. https://us02web.zoom.us/j/86997974969?pwd=V3FYZFo1eXp2Nm5HVjcrcjhJUXB6dz09

Meeting ID: 869 9797 4969
Passcode: 464784
One tap mobile
+13462487799,,86997974969#,,,,*464784# US (Houston)
+16694449171,,86997974969#,,,,*464784# US

2. CALL REGULAR MEETING TO ORDER

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

3. ROLL CALL

Present: Mayor Jim Hassing; Councilors Tom Fatland, Jan Stinchfield, Jeremy Kirby, Dawn Parm & Mike Cronk; Staff Public Works Superintendent Gibb Wilkins and City Administrator Kathryn Greiner.

Absent: Councilor Donald Jamieson; Staff Gilliam County Sheriff Gary Bettencourt.

4. ADDITIONS TO AGENDA

None

5. PUBLIC COMMENT

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

None

6. CONSENT AGENDA

6.1. Review & Approve the August 3, 2022 Regular Condon City Council Meeting Minutes

Councilor Fatland asked to have the August 3 minutes to read "moritorium" on the psilocybin election instead of ban.

A motion was made by Councilor Stinchfield to approve the August 3, 2022 regular Condon City Council meeting minutes with one correction. The motion was seconded by Councilor Cronk and approved unanimously.

6.2. Review July Accounts Payable & VISA Statements

No comment

7. OLD BUSINESS

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7.1. CGS Playshed Heating System, Door Replacement Update & Landscape Designs

CA Grener stated that the heating system solution is to use one of the existing boilers for the next year while the city goes through the process of abatement. The two doors of the playshed are in need of replacement and the quote for the replacement was $22,800. The City received $20,000 toward the HVAC system in the playshed and the council was asked if they wanted to send a letter to the county court to amend that grant and spend it on doors or wait until the funds are to be used for another project. CA Greiner stated that due to the cost of the doors exceeding the public contracting amount of $10,000, other bids, or an attempt to get bids, must be investigated. Hermiston Glass provided the bid that included installation, and one other door company would provide a quote on doors, but they did not install. Another option is to wait until the abatement is completed to determine if the doors would need to be replaced. Councilor Fatland asked about the liability of the current doors that are locked by a chain. CA Greiner said that she would check with the insurance company, but also that it was latched from within so in an emergency they chain could be removed. It was the consensus of the council to give CA Greiner the authority to investigate other door prices, but to move forward with purchasing the doors for installation.

It was the consensus of the council to allow use of the playshed in the next year and instructed CA Greiner to get insurance information and facility agreement drawn up.

The council was presented with several designs for the playground area by landscape architect student Jenna Witzblen. . Councilor Cronk asked about the "bridges" that were noted in the plan with he assumption that they are decorative and asked about "nature play". Councilor Parm said that she liked option 1, but asked about the fire pits in the plan. Councilor Fatland stated that he would like to see more open space for play or sports, and noted that he had heard that pickleball may be noisy. They were asked to review and give any feedback to Wiezblen or CA Greiner by next Wednesday so the final plan could be drawn up. It was noted that the plans could be changed from the final drawings.

Abatement update was that Maul Foster Alongi (MFA) is working on an RFP for the abatement of the CGS building. Councilor Stinchfield said that it is important to get the abatement done first to determine development. CA Greiner has been in contact with Business Oregon for brownfield grants and discussed that if a non-profit is the landowner there are other funds with the state to pay for the abatement. She added that the Port of Arlington has a non-profit that was formed to abate properties with one property being the airbase. It was discussed to ask the Port if they wanted to develop the building along with abatement. CA Greiner noted that her and PW Wilkins are Commissioners of the Port of Arlington and would discuss it at their next meeting. Discussed that another abatement grant opportunity is with the US Environmental Protection Agency that CA Greiner is discussing with MFA staff later this week.

7.2. Swimming Pool Operation Update

CA Greiner reported that the Condon Community Pool had 3003 swimmers over 78 days for an average of 38.5 swimmers per day. The pool staff gave swim lessons to 130 children and that the Condon and Fossil schools were using the pool this week before it closes. Councilor Stinchfield commended the work of pool manager Shellie Johnson. Councilor Fatland asked if Condon School District was paying for the use of the pool with CA Greiner said that they are not being charged at this time. Councilor Fatland stated that when they were approached several years ago that the board stated that the pool did not have any education value, and possibly they should be charged to use it. CA Greiner said that she would discuss the issue with Superintendent Brian Schimel.

8. NEW BUSINESS

8.1. Review & Approve Land Sale to Larry Conaway

CA Greiner reported that the appraisal of the property was over $7,000, but after discussion with Larry Conaway, city attorney Wyatt Baum and a councilor, that a $5,000 purchase price was agreed upon for the lot. CA Greiner did say that Conaway

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asked to allow temporary structures on the property since it was in the agreement to not allow any building. Consensus of the council was to not allow any buildings as discussed and put in the deed restriction agreement.

A motion was made by Councilor Fatland to approve the bargain sale deed and deed restriction document to sell property to Larry and Sarah Conaway. The motion was seconded by Councilor Parm and approved unanimously.

8.2. Discuss Condon Grade School Property Issues

The council was given a letter regarding property ownership options for the Condon Grade School (CGS) property by city Planner Kirk Fatland. The letter outlined the options of condo and "leasehold" option. Councilor Stinchfield stated that she owned property with a similar leasehold option in Washington where they owned a cabin and the land was a long-term lease. K.Fatland stated that the condo option offers flexibility in building it out slowly by selling portions one at a time or selling it as one property. He also discussed the leasehold option that allows lower prices for a buying into a residential property and the return is that you can only sell it for a certain percentage over what was paid. Councilor Fatland if the lease option would keep the prices lower, with K. Fatland replying that due to it being on leased land it would be of lessor value. Staff will bring back more information on the leasehold option at the next meetings.

CA Greiner said that during the baseball field development, one of the unwritten agreements with the landowners was to use parts of the CGS facility in green space and asked the council if they wanted to maintain ownership of the playground playshed and library space. It was the consensus of the council to more forward with splitting those portions of the campus to remain city property.

8.3. Appoint Budget Committee Members - Letters from Cassandra Flatt and Tara McIntosh

Mayor Hassing appointed Cassandra Flatt & Tara McIntosh to the City of Condon's budget committee.

8.4. Review & Award Hay Contract

Mayor Hassing opened the one sealed bid for the hay from the circle from Lonerock Ranches for 5 tons at $225 for a total of $1,125.

A motion was made by Councilor Parm to approve the Lonerock Ranch bid for 5 tons of hay at $225 a ton for a total of $1,125. The motion was seconded by Councilor Stinchfield and approved unanimously.

A motion was made by Councilor Stinchfield to direct PW Wilkins to sell remainder of the hay for $225 a ton. The motion was seconded by Councilor Kirby and approved unanimously.

9. STAFF REPORTS

9.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 10.7 million gallons of water were pumped at City Farm in August. They crew has finished with the Spring Street water line and that the paving of Spring and McKinley Streets are still to be paved by Gilliam County Road Department. If this is not completed this fall, the city will go out for bid to get it completed in spring of 2023. PW Wilkins said that Jeff Schott has contacted the city regarding the ADA ramps in the city that may not be to ODOT standards, and his issue has been sent to the engineers involved in the project. PW Wilkins did state that the ADA ramp project is adding $4.6 million to our community infrastructure. Discussion of the council noted that it is good to bring up any issues with the project before they leave town. PW Wilkins said that Pennoyer Street is to be paved this fall at the cost of $89,000 and he is working on ODOT's Safe Routes to School grant for construction and planning.

9.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

A statistical report was provided.

9.3. Administration - City Administrator Kathryn Greiner

CA Greiner reported that the October meeting will be when she and Councilors Jamieson and Stinchfield are in Ashland for a teleconference. She can zoom in or change the meeting date. It was the consensus to keep the meeting date and time the same. She said that she met with Gilliam County Judge Elizabeth Farrar Campbell and met with Leif Hansen of LSN regarding leasing a fiber to LSN to go to the Courthouse. Hansen mentioned that he would like to discuss residential solutions with the city and county. Councilor Stinchfield and CA Greiner met with Adam Haas and discussed him writing an RFP for a

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downtown wifi network. She updated the council that the election information is at the Gilliam County Clerk with Councilors Parm and Stinchfield and Mayor Hassing having submitted their names and there would be one vacant position that would be decided by write-in votes. The city has received the final $77,000 ARPA funds from the federal government and the city's cash in the bank is over $5 million, which usually happens after taxes have started to be received.

10. COUNCIL INFORMATION

10.1. Accuity CPAs - Audit Letter

10.2. Gilliam County Library Thank you Letter

10.3. USDA Compliance Letter

10.4. Jeff Schott Memo Regarding ODOT Ramp Project

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City Council meeting is Wednesday, October 5, 2022, 7 p.m.

12. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 8:15 p.m.

________________________________Date ________
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
ACCTECH - A SYSTEMS INTEGRATOR							
1551	ACCTECH - A SYSTEMS INTEG	4816	TECH SUPPORT SVCS	09/01/2022	960.00	.00	
	Total ACCTECH - A SYSTEMS INTEGRATOR:				960.00	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	73084 GEN EN	GENERAL ENGINEERING SERV	07/31/2022	3,823.75	.00	
112	ANDERSON, PERRY, & ASSOC.	73123 BALL FI	Ball field Housing Project	08/08/2022	1,762.50	.00	
	Total ANDERSON, PERRY, & ASSOC.:				5,586.25	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	AUG 2022	Admin Janitorial	08/31/2022	559.29	.00	
	Total ARAMARK UNIFORM SERVICES:				559.29	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	AUG 2022	PHONE	08/06/2022	1.88	.00	
599	AT&T MOBILITY	AUG 2022	PW Cell Phone	08/06/2022	1.88	.00	
	Total AT&T MOBILITY:				3.76	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	30605	Admin Legal	08/22/2022	300.00	.00	
831	BAUM SMITH LLC	30605	PLANNING	08/22/2022	75.00	.00	
831	BAUM SMITH LLC	30605	POLICE	08/22/2022	195.00	.00	
	Total BAUM SMITH LLC:				570.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	85774	Copier Charge	08/31/2022	3.37	.00	
	Total BOHN'S PRINTING:				3.37	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X051099	Biochemical Oxygen	07/16/2022	106.00	.00	
151	BOX R WATER ANALYSIS LAB	X051103	MPN/ Enumeration	07/17/2022	58.00	.00	
151	BOX R WATER ANALYSIS LAB	X051107	E coli Coliform Testing	07/17/2022	76.50	.00	
151	BOX R WATER ANALYSIS LAB	X051172	TKN Nitrogen test	07/23/2022	122.00	.00	
151	BOX R WATER ANALYSIS LAB	X051173	TTHM + HAA5 TESTING	07/23/2022	404.00	.00	
151	BOX R WATER ANALYSIS LAB	X051174	TTHM + HAA5 TESTING	07/23/2022	404.00	.00	
151	BOX R WATER ANALYSIS LAB	X051175	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051176	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051177	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051178	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051179	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051180	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051181	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051182	E coli Coliform Testing	07/23/2022	40.50	.00	
151	BOX R WATER ANALYSIS LAB	X051381	Biochemical Oxygen	08/14/2022	106.00	.00	
151	BOX R WATER ANALYSIS LAB	X051382	MPN/ Enumeration	08/14/2022	58.00	.00	
151	BOX R WATER ANALYSIS LAB	X051383	E coli Coliform Testing	08/14/2022	76.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total BOX R WATER ANALYSIS LAB:				1,735.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	AUG 2022	City Hall	08/25/2022	192.94	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Golf Course	08/25/2022	199.47	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	PARK	08/25/2022	101.84	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Memorial Hall	08/25/2022	45.60	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Golf Course	08/25/2022	48.19	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Sewer Plant w pivot	08/25/2022	598.37	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Disposal	08/25/2022	287.06	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Golf Course	08/25/2022	352.08	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	City Farm	08/25/2022	2,977.95	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Street Lights	08/25/2022	1,454.75	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	City Farm	08/25/2022	39.40	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Golf Course	08/25/2022	147.96	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Pool	08/25/2022	587.00	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	Library	08/25/2022	322.70	.00	
169	COLUMBIA BASIN ELECTRIC	AUG 2022	GRADE SCHOOL	08/25/2022	530.91	.00	
	Total COLUMBIA BASIN ELECTRIC:				7,886.22	.00	
CROWN PAPER & JANITORIAL							
642	CROWN PAPER & JANITORIAL	326372	Golf Supplies	09/01/2022	72.62	.00	
642	CROWN PAPER & JANITORIAL	326372	Park Supplies	09/01/2022	72.62	.00	
642	CROWN PAPER & JANITORIAL	326372	Pool Supplies	09/01/2022	72.61	.00	
	Total CROWN PAPER & JANITORIAL:				217.85	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	AUG 2022	Water Fuel	08/31/2022	414.88	.00	
224	DEVIN OIL COMPANY	AUG 2022	Sewer Fuel	08/31/2022	414.88	.00	
	Total DEVIN OIL COMPANY:				829.76	.00	
FREEMAN, CATHIE							
1569	FREEMAN, CATHIE	AUG 2022	W/S DEPOSIT REFUND 410 S B	09/01/2022	46.33	.00	
	Total FREEMAN, CATHIE:				46.33	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	CL05686-IN	Golf Fuel	08/31/2022	530.11	.00	
304	HATTENHAUER DIST.	CL05686-IN	Park Fuel	08/31/2022	62.57	.00	
304	HATTENHAUER DIST.	CL05686-IN	FUEL	08/31/2022	108.62	.00	
	Total HATTENHAUER DIST.:				701.30	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	AUG 2022	Administration	09/01/2022	262.74	.00	
766	HOME TELEPHONE COMPANY	AUG 2022	Pool	09/01/2022	47.97	.00	
766	HOME TELEPHONE COMPANY	AUG 2022	Sewer	09/01/2022	98.54	.00	
766	HOME TELEPHONE COMPANY	AUG 2022	Water	09/01/2022	45.30	.00	
	Total HOME TELEPHONE COMPANY:				454.55	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	AUG 2022	MRC Fiber Project	09/01/2022	2,000.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total INLAND DEVELOPMENT CORPORATION:				2,000.00	.00	
KIRBY NAGELHOUT CONSTRUCTION CO.							
1500	KIRBY NAGELHOUT CONSTRU	AUG 2022	W/S DEPOSIT REFUND 701 W	09/01/2022	72.71	.00	
	Total KIRBY NAGELHOUT CONSTRUCTION CO.:				72.71	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	AUG 2022	SPARK PLUG	08/31/2022	3.99	.00	
371	M & A AUTO PARTS	AUG 2022	WASP SPRAY	08/31/2022	6.99	.00	
371	M & A AUTO PARTS	AUG 2022	SPARK PLUG	08/31/2022	7.98	.00	
371	M & A AUTO PARTS	AUG 2022	GLOVES, FLAT FIX	08/31/2022	22.08	.00	
371	M & A AUTO PARTS	AUG 2022	BOLTS, PIN	08/31/2022	4.93	.00	
371	M & A AUTO PARTS	AUG 2022	WATER/SEWER SUPPLIES	08/31/2022	24.97	.00	
371	M & A AUTO PARTS	AUG 2022	WATER/SEWER SUPPLIES	08/31/2022	24.98	.00	
371	M & A AUTO PARTS	AUG 2022	PLIERS	08/31/2022	19.25	.00	
371	M & A AUTO PARTS	AUG 2022	PLIERS	08/31/2022	19.24	.00	
371	M & A AUTO PARTS	AUG 2022	PARK SUPPLIES	08/31/2022	10.37	.00	
371	M & A AUTO PARTS	AUG 2022	QUIKRETE 60LB	08/31/2022	49.75	.00	
371	M & A AUTO PARTS	AUG 2022	BOLTS - ST SIGNS	08/31/2022	11.81	.00	
371	M & A AUTO PARTS	AUG 2022	INSECT SPRAY	08/31/2022	7.99	.00	
371	M & A AUTO PARTS	AUG 2022	INSECT SPRAY	08/31/2022	7.99	.00	
	Total M & A AUTO PARTS:				222.32	.00	
MARTIN, TRICIA							
1570	MARTIN, TRICIA	AUG 2022	W/S DEPOSIT REFUND 409S P	08/30/2022	110.40	.00	
	Total MARTIN, TRICIA:				110.40	.00	
MCROBERTS, CODY							
1571	MCROBERTS, CODY	AUG 2022	W/S DEPOSIT REFUND 501 S E	08/30/2022	75.42	.00	
	Total MCROBERTS, CODY:				75.42	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	AUG 2022	Pool Propane	08/31/2022	313.49	.00	
	Total MORROW COUNTY GRAIN GROW.:				313.49	.00	
OXARC							
442	OXARC	0031620986	Chlorine	08/31/2022	61.71	.00	
442	OXARC	0031620986	Chlorine	08/31/2022	61.70	.00	
	Total OXARC:				123.41	.00	
THE MCGREGOR COMPANY							
1555	THE MCGREGOR COMPANY	AUG 2022	GOLF SUPPLIES	08/31/2022	36.96	.00	
	Total THE MCGREGOR COMPANY:				36.96	.00	
THE POOL AND SPA HOUSE							
649	THE POOL AND SPA HOUSE	758707-1	Pool Chemicals & Supplies	08/31/2022	887.96	.00	
	Total THE POOL AND SPA HOUSE:				887.96	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	AUG 2022	LEGAL - PSILOCYBIN TEMP BA	08/19/2022	93.00	.00	
	Total THE TIMES-JOURNAL:				93.00	.00	
TK ELEVATOR CORPORATION							
1535	TK ELEVATOR CORPORATION	3006805563	LIFT CHAIR	09/01/2022	264.39	.00	
	Total TK ELEVATOR CORPORATION:				264.39	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water/DRINKS	08/26/2022	19.68	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Pool Supplies	08/26/2022	31.92	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Pool Supplies	08/26/2022	31.83	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water Supplies	08/26/2022	11.29	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	sewer Shop Supplies	08/26/2022	11.29	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water	08/26/2022	16.18	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water Supplies	08/26/2022	2.99	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	sewer Shop Supplies	08/26/2022	3.00	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water	08/26/2022	16.18	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Water	08/26/2022	12.78	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2022	Pool Supplies	08/26/2022	12.78	.00	
	Total TWO BOYS MEAT & GROCERY:				169.92	.00	
ULINE							
911	ULINE	152201669	Street Supplies	08/03/2022	1,451.06	.00	
	Total ULINE:				1,451.06	.00	
VISA							
559	VISA	AUG 22 8577	MONTHLY EMAIL	08/22/2022	80.00	.00	
559	VISA	AUG 22 8577	ARCHITECT STAY	08/22/2022	225.06	.00	
559	VISA	AUG 22 8577	SWIMSUITS	08/22/2022	51.98	.00	
559	VISA	AUG 22 8577	SPRINKLERS WITH NOZZLES	08/22/2022	172.00	.00	
559	VISA	AUG 22 8577	SPRINKLER SUPPLIES	08/22/2022	332.01	.00	
559	VISA	AUG 22 8577	SPRINKLER SUPPLIES	08/22/2022	9.96	.00	
559	VISA	AUG 22 8577	CONCRETE MIX	08/22/2022	522.52	.00	
559	VISA	AUG 22 8577	HAND SOAP - CITY BUILDINGS	08/22/2022	14.88	.00	
559	VISA	AUG 22 8577	POOL - CHRISTMAS	08/22/2022	307.08	.00	
559	VISA	AUG 22 8577	GOLF SUPPLIES	08/22/2022	1,287.60	.00	
	Total VISA:				3,003.09	.00	
WITZLEBEN, JENNA							
1096	WITZLEBEN, JENNA	02	CGS Landscape Architect	09/06/2022	2,777.50	.00	
	Total WITZLEBEN, JENNA:				2,777.50	.00	
	Grand Totals:				31,155.31	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid

Dated: ____

Mayor: ____

City Admininstrator: ____

Report Criteria:

Detail report.

Invoices with totals above $0.00 included.

Paid and unpaid invoices included.

1290

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1
Account Number: #### #### #### 5886

VISA

RECEIVED
SEP - 6 2022
CITY OF CONDON

Account Summary

Billing Cycle		08/22/22
Days In Billing Cycle		31
Previous Balance		$189.88
Purchases	+	0.00
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$189.88
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$0.00**

Credit Summary

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

Account Inquiries

Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881

Visit us on the web at:
www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA , FL 33630-3495

Payment Summary

NEW BALANCE	$0.00
MINIMUM PAYMENT	$0.00
PAYMENT DUE DATE	09/16/2022

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.

Important Information About Your Account

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

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/11/22	08/11/22	6010	1 2223121915000040	PAYMENT - THANK YOU	$189.88 -

Additional Information About Your Account

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

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

Account Number
5886

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/22/22	$0.00	$0.00	09/16/2022

AMOUNT OF PAYMENT ENCLOSED

$.

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

1290

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1003 5886 00000000 00000000 2

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	$ 0.00

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

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

VISA

RECEIVED

SEP - 6 2022

CITY OF CONDON

902

Account Summary

Billing Cycle		08/22/22
Days In Billing Cycle		31
Previous Balance		$2,640.43
Purchases	+	3,003.09
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$2,640.43
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$3,003.09**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$6,996.00
Available Cash	$0.00
Amount Over Credit Line	$0.00
Amount Past Due	**$0.00**
Disputed Amount	$0.00

Account Inquiries

Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881

Visit us on the web at:
www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA , FL 33630-3495

Payment Summary

NEW BALANCE	$3,003.09
MINIMUM PAYMENT	$3003.09
PAYMENT DUE DATE	09/16/2022

***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.*

Important Information About Your Account

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

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
07/22/22	07/24/22	5045	24430992203400816149178	MSFT * E0500JN4K4 MSBILL.INFO WA monthly Email	$80.00 A150
07/24/22	07/26/22	7011	24009452206900016119015	HOTEL CONDON 541-3844624 OR Architect stay 009-350-600 080	$225.06 009
07/25/22	07/26/22	5699	24492162206000039065359	SP SWIMOUTLET.COM HTTPSWWW.SWIM CA Swimsuits	$51.98 Pool 010
08/03/22	08/04/22	5942	24692162215100716312616	AMZN Mktp US*0K7370PG3 Amzn.com/bill WA sprinklers w/ Nozzles	$172.00 P010

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

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

Account Number
8577

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/22/22	$3,003.09	$3003.09	09/16/2022

$.

CITY OF CONDON
CITY OF CONDON 2
PO BOX 445
CONDON OR 97823-0445

902

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00300309 00300309 2

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 2

Account Number: #### #### #### 8577
Closing Date: 08/22/22
Credit Limit: $10,000.00 Available Credit: $6,996.00

VISA

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/04/22	08/04/22	5942	24692162216100099156175	AMZN Mktp US*IP6QZ61R3 Amzn.com/bill WA Sprinklers supplies	$332.01 P010
08/08/22	08/09/22	5942	24431062220083710744656	AMAZON.COM*6I0OS9KF3 AMZN AMZN.COM/BILL WA Sprinkler Supp.	$9.96 P010
08/11/22	08/11/22	6010	1 2223121915000030	PAYMENT - THANK YOU	$2,640.43 -
08/10/22	08/12/22	5200	24943012223010192416480	THE HOME DEPOT #4026 THE DALLES OR Concrete mix 020-960-700200	$522.52
08/11/22	08/12/22	5942	24692162223100511987018	Amazon.com*723AF1GM3 Amzn.com/bill WA Soap for city	$14.88 A40
08/18/22	08/18/22	5812	24445002230000790885710	CKE*BARGEWAY PUB & FOUR S THE DALLES OR Pool Christmas 001-325-600010	$307.08
08/19/22	08/21/22	5399	24492162231000045763889	SP BIG FROG SUPPLY BIGFROGSUPPLY VA Golf Supplies	$1,287.60 G300

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	$ 3,003.09

[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.

Invoice

K3 Construction LLC

25 SW Elbe Dr.
Madras OR 97741

Date	Invoice #
9/29/2022	421

Bill To
City of Condon PO Box 445 Condon OR 97823

P.O. No.	Terms	Project
220919	Due on receipt	220919-Street improvement

Quantity	Description	Rate	Amount
	Pennoyer Street Improvement	79,000.00	79,000.00
	Change Order # 1	2,432.00	2,432.00

Thank you for your business.

Total	$81,432.00

Condon Pennoyer St

Project # {Number}

Change Order Request Form

	Sub COR #	Change Document & Number (ie APR #XX / RFI #XX)	Proposal Date	Proposed Cost	
K3 Construction LLC		Sewer Main and Service Repair	9/28/2022	GMP	2,432.00

	LABOR			MATERIALS			EQUIPMENT			Subcontractors / Vendors	TOTAL
ITEM	Hours	Approved Labor Rate	Cost	Quantity	Unit Rate	Cost	Hours	Approved Rate	Cost		
Sewer Main Repair	4	$59.00	236.00	1	$750.00	750.00	6	$140.00	840.00		1,826.00
Service Repair	2	$59.00	118.00			-	2	$140.00	280.00		398.00
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Subtotals			-			-			-		-
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			354.00			750.00			1,120.00		2,224.00
									Labor Markup at	12%	42.48
									Material Markup at	10%	75.00
									Equipment Markup at	8%	89.60
									Subcontractor/Vendor Markup at	5%	-
										Total	**2,432.00**

(d) Changes to a property that have acquired historic significance in their own right shall be retained and preserved.

(e) Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

(f) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and where possible, material. Replacement of missing features shall be substantiated by documentary and physical evidence.

(g) Chemical and physical treatment, if appropriate, shall be undertaken using the most gentle means possible. Treatment such as sandblasting or harsh chemical cleaning that cause damage to the historic material shall not be used.

(h) Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

(i) Whenever possible, new additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the historic landmark and district. The new addition shall be differentiated from the old and shall be compatible with the historic materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

(j) New additions and adjacent or related new construction, within a district or on the same parcel as a designated historic landmark shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic landmark or district and its environment would be unimpaired.

(k) New construction. The design of new construction shall be compatible with the design of the historic landmark or district considering scale, style, height, setbacks, architectural detail, and materials. The location and orientation of the new construction shall be consistent with the typical location and orientation of similar building in the area considering setbacks, distances between building, location of entrances, and similar citing considerations.

(l) Murals. Murals shall be subject to the review criteria set forth division (A)(2) of this section and subject to the size requirements established in ' 152.410.

(B) Exemptions from Review. Nothing in this section shall be construed to prevent the normal maintenance or repair of any exterior architectural feature on any property covered by this section that does not involve a change in design, material, or external appearance thereof. Normal maintenance may

(3) In addition to the required off-street parking for each residential use, one off-street parking space for each guest room shall be provided.

(4) Signs shall be limited to one non-illuminated sign, not exceeding four square feet. No off-premises signs are permitted.

(5) Submission of an acceptable site plan that meets off-street parking requirements and provides landscaping appropriate to a residential neighborhood.

(6) The facility shall be licensed by the State of Oregon.
(Ord. 01-05, passed 6-6-01)

' 152.408 EARTH MOVEMENT AND REMOVAL.

A written permit approved by the Planning Commission shall be required to remove 50 cubic yards or more of earth material from any individual property within a calendar year.
(Ord. 01-05, passed 6-6-01)

' 152.409 VISION CLEARANCE AREAS.

A vision clearance area shall be maintained at the corners of all property at the intersections of two streets or a street and a railroad. Such corner lots of parcels shall be provided with and maintain a vision clearance area. A vision clearance area is defined as a triangular area formed at a corner lot or parcel by the intersection of dedicated public rights-of-way lines and a straight line joining said lines through points 12 feet back from their intersection. The vision clearance area shall provide an area of unobstructed vision from 32 feet to 9 feet above the top of the curb. Cyclone fences, which can be demonstrated to meet the requirements to this section, are allowed. Natural topographic features, utility poles, and tree trunks are excluded from this requirement.
(Ord. 01-05, passed 6-6-01; Am. Ord. 2012-01, passed 12-7-11)

' 152.410 SIGNS.

The purpose of this section is to provide standards and procedures for constructing or erecting signs in specific city zones. An outdoor display, message, emblem, device, figure, painting, drawing, placard, poster, billboard or other thing that is used, designed or intended for advertising purposes or to inform or attract the attention of the public. The term includes the sign supporting structure, display surface and all other component parts of the sign. When dimensions of the sign are specified, the term includes the panels and frames, and the term includes both sides of the sign of specified dimension or area, but the term shall not include a sign as reasonably necessary or required by any branch or agency of the government pursuant to any public law or regulation.

(1) *PROCEDURES.*

(A) Signs meeting the required standards in the residential and open space zones may be erected or placed on the property without a specific permit except as noted below.

(B) Signs meeting the required standards in the commercial and industrial zones must have a sign permit. Sign permits may be issued administratively by the city staff if the staff finds the sign being requested meets the standards described in this section and, further, that addition of the sign to a specific property will still be in compliance with these provisions.

(2) *STANDARDS AND SIZE REQUIREMENTS.*

(A) Residential Zones.

1. <u>Single Family Dwelling</u>. A single sign not exceeding four square feet. This includes approved and permitted bed and breakfast facilities or home occupations.

2. <u>Subdivisions</u>.

(a) Permanent signs are limited to a maximum of 16 square feet.

(b) Maximum height of a permanent sign shall be six feet.

(c) Permanent signs shall be limited to one at each entrance to the subdivision.

3. <u>Multi-Family Dwellings</u>.

(a) A permanent sign for multi-family dwelling units may have a maximum area of 16 square feet.

4. <u>Non-Residential Uses</u>. Hospitals, schools, churches, and other institutional uses:

(a) Size. Maximum 24 square feet in size.

(b) Number. One per parcel unless on a corner lot which allows a maximum of two signs totaling 24 square feet in size.

5. <u>Temporary Signs</u>.

(a) Temporary signs shall be limited to one per parcel for up to 90 days.

(b) Temporary signs shall not exceed 12 square feet in size.

Standards for Signs in Residential Zones.

1. Height: Six feet maximum.

2. Illumination: Signs may have external illumination. Reflective type bulbs shall be used for indirect illumination of the display surface and properly shielded to prevent direct glare onto streets and adjacent properties. Internally illuminated or neon signs are prohibited.

(B) Open Space Zone.

1. Two signs for each site or facility shall be allowed.

2. Each sign shall not exceed 24 square feet in size.

3. Signs for public buildings, such as schools or government offices, may not exceed 48 square feet; however, they may be lighted with direct lighting. No blinking signs shall be allowed.

Standards for Signs in Open Space Zone.

1. Height: Six feet maximum.

2. Illumination: Signs may have external illumination. Reflective type bulbs shall be used for indirect illumination of the display surface and properly shielded to prevent direct glare onto streets and adjacent properties. Internally illuminated or neon signs are prohibited.

(C) Commercial and Industrial Zones. Any signs erected or to be erected in commercial or industrial zones shall be reviewed and approved by the city and shall meet the standards outlined below. A sign application may be picked up at City Hall.

1. Principal Signs. A principal sign advertising the business may be a combination of free-standing, flush-mounted or projecting signs. Free-standing and projecting sign areas are computed by totaling both sides of the signs.

2. Sign Area. The amount of area allowed for the sign is computed on a basis of one square foot of sign area for each lineal foot of frontage the property or business on the public right-of-way in the city up to a maximum of 200 square feet of sign area. In the case of multiple businesses within the same building, the amount of street frontage of the business within the building will be the determining factor. In the case of a corner lot, the sign size facing each street shall be limited to the amount of lineal frontage on each street. In no case shall the total signage area for each property exceed 200 square feet.

(3) *PROHIBITED SIGNS.* The following signs are prohibited in the city:

(A) Any flashing, moving, animated, blinking or rotating signs whose illumination changes with time or which is designed in a manner to simulate motion. Time and temperature reader boards excluded.

(B) The sign would extend, such as a roof sign, above the roof line of the building to which it is to be attached.

(C) The Building or Zoning Official determines a sign to be in violation of O.R.S. 483.138, which applies to signs creating confusion with or interfering with the effectiveness of traffic or signals.

(D) The sign is placed on, affixed to or painted on a motor vehicle, vehicle or trailer and placed on public or private property for the primary purpose of providing a sign not otherwise permitted by this chapter.

(E) The sign is a private sign placed on, painted on or affixed to a utility pole, tree or rock.

(F) The sign would bear or contain statements, words or pictures of an obscene, indecent or immoral character such as will offend the public morals or decency.

(G) Projecting or free-standing signs which would project into the public right-of-way.

(H) The sign advertises goods or services not available on the premises.

(4) *EXEMPTIONS.* Special events and holiday decorations are exempt from these provisions.
(Ord. 01-05, passed 6-6-01; Am. Ord. 2012-01, passed 12-7-11)

' 152.411 OFF-STREET PARKING AND LOADING.

(1) *OFF-STREET PARKING REQUIREMENTS.* At the time of construction, reconstruction or enlargement of a structure, or at the time a use is changed in any zone, off-street parking spaces shall be provided as follows unless greater requirements are otherwise established. Where square feet of the structure or use are specified as the basis for the requirements, the area measured shall be the gross floor area primary to the functioning of the particular use of the property. When the requirements are based on the number of employees, the number counted shall be those working on the premises during the largest shift at peak season. Fractional space requirements shall be counted as a whole space.

LEASE AGREEMENT

Between
Condon School District 25J
and
The City of Condon

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

RECITALS

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Term.**
    a. **Initial Term**. This Lease shall commence on October 1, 2022. The term of this Lease shall be for a period of **1 (one)** year and shall terminate on September 30, 2023.

2. **Rent**. Lessee shall pay Lessor $1.00 each year for use of the Real Property.

3. **Use of Premises.**
    a. Lessee agrees that:
        i. Lessee is leasing the Real Property for the purpose utilizing the pool facilities.
        ii. Lessee shall not make any unlawful or offensive use of the Real Property and shall comply all relevant state and federal statutes, ordinances, rules, regulations and laws now in effect or hereafter enacted.
    b. Lessor agrees that:
        i. Lessor will not take any action which interferes with Lessee's lawful use of the Real Property.
4. **Maintenance of the Real Property**. Lessee shall be responsible to maintain the Real Property in good condition and suitable for the purposes of this Lease as outlined herein.

5. **Lessor Covenant**. Lessor warrants and covenants that to best of Lessor's knowledge, there are no hazards, conditions or circumstances present upon the Real Property which impose any unreasonable risk of harm or injury to Lessee, Lessee's employees, or the public. Lessor further warrants and covenants that the Real Property is compliant with county, state and federal laws regarding pollution control and the use of hazardous materials and toxics in the land.

6. **Condition of Property at Lease Termination**. Upon expiration of the Lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Real Property in the same or better condition as at the beginning of the Lease Term, reasonable wear and tear, casualty loss and Lessor caused damage excepted, and broom clean.

7. **Fixtures and Improvements**. During the term of the Lease, Lessee may install trade fixtures, improvements and appropriate signs within or upon the Real Property, provided that they do not compromise the value or usefulness of the Real Property. Upon termination or expiration of the Lease, all trade fixtures, improvements and signs may be removed by Lessee, provided that such removal does not cause material harm or damage to the property, and Lessee pays costs and expenses associated with the removal and repair of the property made necessary thereby.

8. **Damage to Real Property**. If at any time during the term of this Lease, the Real Property becomes unusable for Lessee's purposes as established by this Lease at no fault of the Lessee, Lessee may terminate the Lease immediately by providing written notice to Lessor in accordance with Section 14.

9. **Subrogation.** Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own

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

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

11. **Indemnification** Subject to the limits in the Tort Claims Act, Lessee and Lessor agree to indemnify and hold each other harmless against any or all claims and demands arising from the negligence of Lessee, their agents, employees or assigns, as to the use of the premises, and shall at his own expense defend the other from any and all suits or actions awarded against Lessor or Lessee from the same.
12. **Default**.
    a. **By Lessee**. Default by Lessee shall consist of:
        i. Failure to perform the responsibilities listed in Section 4 after Lessor provides written notification.

ii. Use of the Real Property unlawfully or in conflict with the Lessee's proposed purposes established in this Lease.
iii. Failure to maintain the Real Property in accordance with Lease terms or interference with Lessee's purpose of use as described herein.

b. **By Lessor**. Default by Lessor shall consist of a failure to maintain any covenant required by this agreement, following written notice by Lessee as provided below.
c. **Notice of Default**. In the event of default by either party, the non-defaulting party shall furnish written notification to the allegedly defaulting party describing the conduct amounting to default and remedial action required to correct the default. If the defaulting party fails to respond to or correct the alleged default within thirty (30) days of receiving notice, the non-defaulting party shall be entitled to terminate this Lease with written notice to the other party.

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

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

Lessor: **Condon School District**

210 E Bayard St.

Condon, OR 97823

Lessee: **City of Condon**

P.O. Box 445

Condon, OR 97823

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

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

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

18. **Attorney Fees and Court Costs**
    a. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay to the prevailing party such sum as the trial court may judge reasonable as attorney's fees. In the event the case or suit should be appealed, the losing party agrees to pay such further sum as to the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expense, including Lessor's reasonable attorney's

fees which shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

19. **Signatures.**

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

Signature, Authorized Representative	**Signature, Authorized Representative**
Condon School District 25J	**City of Condon**
9-14-2022	
Date	Date

RECEIVED

SEP 13 2022

CITY OF CONDON

September 10, 2022

Dear Condon City Council,

Thank you for providing funding to keep the Condon Swimming Pool open. I so appreciated being able to swim almost every weekday morning this summer. Swimming is my favorite form of exercise and I took full advantage of the small group that attended the early morning lap swim sessions.

The swimming pool seems to be taken for granted by the Condon Community. Only when its existence is in peril, do people think about how important it is to the greater community. It certainly is a busy hub of activity on the many "hot" summer days we've been having. And family time is well attended, though not over crowded.

Shelly Greenwood does an excellent job managing the pool, training the lifeguards and swim lessons. Molly Fatland also gives of her time to help with swim lessons. There are good reasons Fossil and Arlington bus their youth to Condon for these lessons. And we still have a number of kids living with local relatives for two weeks during the summer to take swim lessons because they can't get into lessons where they live.

The cost of keeping the pool open, heated, and staffed is quite high. I'm so very thankful the County and the City of Condon have stepped up to the task of providing that funding. I'm disappointed not everyone takes advantage of the community pool, even when offered a free pass. However, there is no way to put a value on the importance of keeping the swimming pool open during the summer. I'm sure we are in agreement that if just one life is prevented from drowning, it is more than worth it.

Thank you for your continued support of the Condon Swimming Pool,

Cindy Osterlund

Cindy Osterlund
PO Box 322
Condon, OR 97823