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, January 4, 2023, 7:00 PM

1. **ZOOM LINK**
   1.1. **https://us02web.zoom.us/j/86997974969?pwd=V3FYZFo1eXp2Nm5HVjcrcjhJUXB6dz09**

   Meeting ID: 869 9797 4969
   Passcode: 464784
   One tap mobile
   +12532158782,,86997974969#,,,,*464784# US (Tacoma)
   +13462487799,,86997974969#,,,,*464784# US (Houston)
2. **CALL REGULAR MEETING TO ORDER**
3. **OATH OF OFFICE - MAYOR JIM HASSING, COUNCILORS DAWN PARM, DUSTAN HALL & JAN STINCHFIELD**
4. **ROLL CALL**
5. **ADDITIONS TO AGENDA**
   5.1. **** Appoint Councilors to City Committees**
   5.2. **** 2022 Mayor Hassing's Annual Report**
6. **PUBLIC COMMENT**
   6.1. **The Council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**
7. **CONSENT AGENDA**
   7.1. **Review & Approve the December 7 2022 Regular Council Meeting Minutes**
   7.2. **Review the December 2022 Accounts Payable & VISA Statements**
8. **OLD BUSINESS**
   8.1. **Condon Grade School Building Update**
9. **NEW BUSINESS**
   9.1. **Discuss Amy Coy Extension of Baseball Field Development Agreement**
   9.2. **Review & Approve E-Cycle Contract Universal Recycling Technologies (URT)**
   9.3. **Review & Approve Dark Fiber Lease with LSN**
   9.4. **Review & Approve Resolution 2023-03 General Fee Resolution - Addition of Dark Fiber Rate**
   9.5. **Review & Approve the 2023-2025 Audit Contract with Accuity LLC**
   9.6. **Review & Approve the 2023-24 Budget Calendar**
   9.7. **Review & Approve the 2023 Condon City Calendar**
   9.8. **Appoint Budget Officer - Kathryn Greiner**

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

9.9. **Appoint Budget Committee Members for the Two-Year Term - Dan Schott, Stephanie Carter & Tara McIntosh**

9.10. **Appoint Planning Commission Members - Vernon Grey & Rachel Weinstein**

9.11. **Designate the Newspaper of Record - The Times-Journal**

9.12. **Dsignatre the City of Condon Depositories - Bank of Eastern Oregon & Oregon State Local Government Investment Pool**

9.13. **Designate the Engineer of Record - David Wildman, PE of Anderson, Perry & Associates**

9.14. **Appoint the Integrator of Record - The Automation Group**

9.15. **** Appoint Councilors to City Committees**

9.16. **** Mayor Hassing's 2022 Annual Report**

10. **STAFF REPORTS**

10.1. **Public Works - Public Works Superintendent Gibb Wilkins**

10.2. **Police & Fire - Gilliam County Sheriff Gary Bettencourt**

10.3. **Administration - City Administrator Kathryn Greiner**

11. **COUNCIL INFORMATION**

12. **NEXT REGULAR MEETING DATE**

12.1. **The next regular Condon City Council meeting will be held February 1, 2023, 7 p.m.**

13. **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 December 28, 2022

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

City of Condon
Regular Council Meeting Minutes
Wednesday, December 7, 2022
7:00 PM

1. Zoom Link

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

Meeting ID: 869 9797 4969
Passcode: 464784

+12532158782,,86997974969#,,,,*464784# US (Tacoma)

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 Dawn Parm, Mike Cronk, Donald Jamieson, Jeremy Kirby; Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins.

Absent: Councilor Jan Stinchfield & Tom Fatland; Staff - Gilliam County Sheriff Gary Bettencourt

4. ADDITIONS TO AGENDA

None

5. PUBLIC COMMENT

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

None

6. CONSENT AGENDA

6.1. Review & Approve of the November 2, 2022 Regular Condon City Council Meeting Minutes

Mayor Hassing noted that "Wilson" was misspelled.

A motion was made by Councilor Jamieson to approve the November 2, 2022 regular Condon City Council meeting minutes with correction. The motion was seconded by Councilor Parm and approved unanimously.

6.2. Review November Accounts Payable & VISA Statements

No questions on the accounts payable and VISA statements.

7. OLD BUSINESS

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

7.1. Condon Grade School Update

CA Greiner stated that the Port of Arlington's (POA) subsidiary non-profit Environmental Sentry Corporation (ESC) has agreed to the transfer of property in theory and is doing its due diligence for the abatement grant funding. POA executive director Jed Crowther stated that ESC has signed an agreement with Maul Foster Alongi for the Phase One environmental survey and the timeline is to make the transfer in mid- to late-February 2023.

Councilor Jamieson said that the boiler has been started in the playshed and the bathroom will be connected in the next few days. CA Greiner stated that the pickleball group uses the playshed and the Condon Grade School team used the playshed but may not due to the low temperatures in the building. PW Wilkins stated that he has fixed a broken window and will do some other minor repairs.

CA Greiner stated that the city has received $20,000 grant from Gilliam County for the boiler and she is recommending the city return the funds to the county if another project is not specified in February at the retreat.

7.2. Update Mural & Public Art Ordinance Process

CA Grener presented to the council two options, with one being a simple change to allow murals in the Historic District and the other was a new ordinance to address murals in the Commercial and Historic Districts. With two councilors absent, it was suggested that the options go back to the retreat in February. A public art ordinance was not included in the packet. The consensus was to take this issue to the retreat.

8. NEW BUSINESS

8.1. 2021-22 Audit Report - Kori Sarrett, CPA, Accuity CPAs

Kori Sarrett, CPA with Accuity CPAs said that the audit field work was completed in September and that it went well. Sarrett noted that the only finding, one that the city has every year, is lack of segregation of duties. She urged the councilors to continue to be diligent about asking questions and reviewing financial statements for oversight. She said that the city's cash position is strong with a $400,000 net income and General Fund, plus water and sewer funds showing positive balances. Councilors did not have any questions.

8.2. AARP AUD Project with City of Moro - Kirk Fatland, Planner

Kirk Fatland, city contract planner, presented two designs for Accessory Dwelling Units (ADUs) that are prepared to take to the city and building codes. The designs were completed through a grant from AARP by the City of Moro that included Condon since they have both revised their codes to allow ADUs. The plans are available to residents of Condon, free of cost at City Hall. Advertising for these plans will be done through The Times-Journal and posted on the city's website.

8.3. Approve Council Dawn Parm as Check Signer of BEO Accounts and Remove Councilor Michael Cronk

A motion was made by Councilor Jamieson to approve Councilor Dawn Parm as a Bank of Eastern Oregon check signer and to remove Councilor Michale Cronk as a signer. 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 the city pumped 2.3 million gallons of water in November. This amount is a slight increase. The Public Works staff is working on machinery maintenance and preparing for snow removal. PW Wilkins is writing up the bid for the paving of Spring and McKinley Streets near the baseball field development and is ordering a new mower for the city park. The excavator has been moved to the transfer station where they have been loading Waste Connections bins with the scrap metal and white goods. He noted that there is interest in several local people that want to contract for the scrap metal removal. CA Greiner noted that RS Davis has a contract for scrap metal but has not been out to pick it up for over a year. The agreement was not exclusive. Therefore, Waste Connections has assisted the city in removing scrap metal. CA Greiner will move forward with a letter to RS Davis to terminate their contract and return with a request for bids in January or at the

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

February retreat. PW Wilkins said that the city did not move out of committee with the Safe Routes to School construction grant, but did receive the planning grant.

9.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

Council received the Gilliam County Sheriff's office statistic report in their packets.

9.3. Administration - City Administrator Kathryn Greiner

CA Greiner reported that Gilliam County Enterprise Zone, in which Condon city limits are in this program, is up for renewal. Gilliam County has been the administrator of this program, and will remain unless the cities in the county have an objection. Condon has not received requests for tax abatement, but it may be a beneficial program with the city's 7-acres of industrial land in city limits. She noted that there was an error in the tax turnover by the Gilliam County tax collector that would require just over $22,500 to be deduced from Condon's November tax turnover. Gilliam County is deducting approximately $600,000 from the tax turnover to all districts to correct this error. The city has been asked to have a new e-cycle contract and when reviewed by city attorney Wyatt Baum, several changes need to be made before it is brought to the council for approval. A grant has been submitted to Gilliam County Capital Investment program for approximately $300,000 for upgrading the meters and providing leak detection. The grants will be funded and reviewed in December and if successful, the options will be provided at the retreat in February for the decision of the council on which option will be purchased. CA Greiner stated that the previous week there was a tour of Main Street with the Oregon Main Street director from Salem. One of the programs that was discussed during this tour was the fund available for second story housing of commercial buildings. CA Greiner and Gilliam County Judge Elizabeth Farrar Campbell have discussed the possibility of having a program similar to the Main Street Facade program of the city that would assist the four property owners on Condon's Main Street. A similar program in Klamath Falls received $200,000 per year for three years for second floor housing. CA Greiner will gather more information for a discussion at the retreat in February.

10. COUNCIL INFORMATION

10.1. Election Results

10.2. PSU Census Information

10.3. OLCC License Change

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City Council meeting is Wednesday, January, 4, 2023, 7 p.m.

12. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 7:37 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	4947	TECH SUPPORT SVCS	12/01/2022	960.00	.00	
	Total ACCTECH - A SYSTEMS INTEGRATOR:				960.00	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	NOV 2022	Admin Janitorial	11/30/2022	372.86	.00	
	Total ARAMARK UNIFORM SERVICES:				372.86	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X11	PHONE	11/06/2022	18.46	.00	
599	AT&T MOBILITY	872564008X11	PW Cell Phone	11/06/2022	18.46	.00	
	Total AT&T MOBILITY:				36.92	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	A-124052	Park Restroom	11/30/2022	157.00	.00	
	Total BISHOP SANITATION:				157.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	86544	Copier Charge	11/30/2022	5.66	.00	
	Total BOHN'S PRINTING:				5.66	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X052449	Biochemical Oxygen	11/04/2022	106.00	.00	
	Total BOX R WATER ANALYSIS LAB:				106.00	.00	
C.M. & W.O. SHEPPARD, INC.							
868	C.M. & W.O. SHEPPARD, INC.	27361	REAR POWER BLAST TUNE UP	11/23/2022	165.35	.00	
	Total C.M. & W.O. SHEPPARD, INC.:				165.35	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	NOV 2022	City HALL	11/22/2022	286.53	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Golf Course	11/22/2022	.28	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	PARK	11/22/2022	54.49	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Memorial Hall	11/22/2022	57.36	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Golf Course	11/22/2022	33.77	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Sewer Plant w pivot	11/22/2022	233.79	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Disposal	11/22/2022	519.67	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Golf Course	11/22/2022	.28	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	City Farm	11/22/2022	1,148.00	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Street Lights	11/22/2022	1,454.75	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	City Farm	11/22/2022	36.29	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Pool	11/22/2022	45.85	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	Library	11/22/2022	294.39	.00	
169	COLUMBIA BASIN ELECTRIC	NOV 2022	GRADE SCHOOL	11/22/2022	499.09	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total COLUMBIA BASIN ELECTRIC:				4,664.54	.00	
CONDON LOCAL							
1566	CONDON LOCAL	NOV 2022	POOL STAFF 2022 GIFT CARDS	11/30/2022	80.00	.00	
	Total CONDON LOCAL:				80.00	.00	
Condon School District							
197	Condon School District	NOV 2022	Wreath	11/30/2022	25.00	.00	
	Total Condon School District:				25.00	.00	
CRONK, MICHAEL							
792	CRONK, MICHAEL	NOV 2022	Stipend	11/30/2022	125.00	.00	
	Total CRONK, MICHAEL:				125.00	.00	
D & A AUTO BODY							
216	D & A AUTO BODY	120222	REPLACE LEFT DOOR CHECK	12/02/2022	64.28	.00	
216	D & A AUTO BODY	120222	REPLACE LEFT DOOR CHECK	12/02/2022	64.27	.00	
	Total D & A AUTO BODY:				128.55	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	NOV 2022	Water Fuel	11/30/2022	571.86	.00	
224	DEVIN OIL COMPANY	NOV 2022	Sewer Fuel	11/30/2022	571.86	.00	
	Total DEVIN OIL COMPANY:				1,143.72	.00	
DONALD JAMIESON							
231	DONALD JAMIESON	NOV 2022	Stipend	11/30/2022	125.00	.00	
	Total DONALD JAMIESON:				125.00	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1159262	SEWER FITTINGS	11/21/2022	1,332.72	.00	
254	FERGUSON ENTERPRISES	1159262-1	SEWER FITTINGS	11/28/2022	157.74	.00	
254	FERGUSON ENTERPRISES	1159265	WATER PARTS	12/02/2022	249.81	.00	
	Total FERGUSON ENTERPRISES:				1,740.27	.00	
FIVE STAR PRINT & PROMO							
902	FIVE STAR PRINT & PROMO	8066	Tax Forms	11/17/2022	165.45	.00	
	Total FIVE STAR PRINT & PROMO:				165.45	.00	
HASSING, JIM							
761	HASSING, JIM	NOV 2022	Stipend	11/30/2022	300.00	.00	
	Total HASSING, JIM:				300.00	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	NOV 2022	Water	11/30/2022	806.17	.00	
304	HATTENHAUER DIST.	NOV 2022	Sewer	11/30/2022	806.17	.00	
	Total HATTENHAUER DIST.:				1,612.34	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	NOV 2022	Administration	11/21/2022	194.78	.00	
766	HOME TELEPHONE COMPANY	NOV 2022	Sewer	11/21/2022	163.64	.00	
766	HOME TELEPHONE COMPANY	NOV 2022	Water	11/21/2022	44.80	.00	
	Total HOME TELEPHONE COMPANY:				403.22	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	NOV 2022	MRC Fiber Project	12/01/2022	2,000.00	.00	
	Total INLAND DEVELOPMENT CORPORATION:				2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	NOV 2022	BOILER SUPPLIES FOR GS	11/29/2022	241.15	.00	
	Total JAMIESON & MARSHALL:				241.15	.00	
KIRBY, JEREMY							
1538	KIRBY, JEREMY	NOV 2022	STIPEND	11/30/2022	125.00	.00	
	Total KIRBY, JEREMY:				125.00	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	NOV 2022	KEYS	11/30/2022	3.00	.00	
371	M & A AUTO PARTS	NOV 2022	SNOWPLOW	11/30/2022	315.64	.00	
371	M & A AUTO PARTS	NOV 2022	SNOWPLOW	11/30/2022	315.63	.00	
371	M & A AUTO PARTS	NOV 2022	ANCHOR SCHAKLE	11/30/2022	11.18	.00	
371	M & A AUTO PARTS	NOV 2022	BOLTS	11/30/2022	.90	.00	
371	M & A AUTO PARTS	NOV 2022	KEY TAGS	11/30/2022	7.99	.00	
371	M & A AUTO PARTS	NOV 2022	OIL FILTER	11/30/2022	32.42	.00	
371	M & A AUTO PARTS	NOV 2022	OIL FILTER	11/30/2022	32.42	.00	
371	M & A AUTO PARTS	NOV 2022	DUCT TAPE	11/30/2022	23.72	.00	
371	M & A AUTO PARTS	NOV 2022	FILTERS	11/30/2022	544.79	.00	
371	M & A AUTO PARTS	NOV 2022	FILTERS	11/30/2022	544.80	.00	
371	M & A AUTO PARTS	NOV 2022	FILTERS	11/30/2022	250.76	.00	
371	M & A AUTO PARTS	NOV 2022	FILTERS	11/30/2022	250.76	.00	
371	M & A AUTO PARTS	NOV 2022	TAPE	11/30/2022	15.69	.00	
371	M & A AUTO PARTS	NOV 2022	ADAPTERS	11/30/2022	6.99	.00	
371	M & A AUTO PARTS	NOV 2022	ADAPTERS	11/30/2022	6.98	.00	
371	M & A AUTO PARTS	NOV 2022	HOSE FITTINGS	11/30/2022	11.49	.00	
371	M & A AUTO PARTS	NOV 2022	OILDRY	11/30/2022	34.47	.00	
371	M & A AUTO PARTS	NOV 2022	OILDRY	11/30/2022	34.47	.00	
371	M & A AUTO PARTS	NOV 2022	GOLF PART	11/30/2022	1.19	.00	
	Total M & A AUTO PARTS:				2,445.29	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	NOV 2022	Sewer Plant	11/30/2022	452.68	.00	
377	MORROW COUNTY GRAIN GRO	NOV 2022	Memorial Hall Propane	11/30/2022	633.45	.00	
377	MORROW COUNTY GRAIN GRO	NOV 2022	City Hall Propane	11/30/2022	1,014.67	.00	
377	MORROW COUNTY GRAIN GRO	NOV 2022	City Hall Propane	11/30/2022	1,353.31	.00	
	Total MORROW COUNTY GRAIN GROW.:				3,454.11	.00	
NAME BADGES BY JAN & TRIAD TROPHIES							
898	NAME BADGES BY JAN & TRIA	NOV 2022	SUPPLIES	11/25/2022	68.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total NAME BADGES BY JAN & TRIAD TROPHIES:				68.00	.00	
OBERST, KRISTIN							
1573	OBERST, KRISTIN	NOV 2022	JANITORIAL	12/08/2022	118.75	.00	
	Total OBERST, KRISTIN:				118.75	.00	
OFFICE DEPOT							
427	OFFICE DEPOT	278104671001	Toner	11/10/2022	70.99	.00	
427	OFFICE DEPOT	278105183001	TONER AND PLANNERS	11/10/2022	329.01	.00	
427	OFFICE DEPOT	278105185001	NOTEBOOKS	11/10/2022	23.78	.00	
	Total OFFICE DEPOT:				423.78	.00	
OHA CASHIER							
1560	OHA CASHIER	2023 CROSS	2023 CROSS CONNECTION AN	12/01/2022	75.00	.00	
	Total OHA CASHIER:				75.00	.00	
OHA- DRINKING WATER SERVICES							
625	OHA- DRINKING WATER SERVI	DEC 2022	2022-2023 L-Z RENEWAL DWS	10/12/2022	195.00	.00	
	Total OHA- DRINKING WATER SERVICES:				195.00	.00	
OREGON FRONTIER CHAMBER OF COMMERCE							
196	OREGON FRONTIER CHAMBER	DEC. 2022	LEICA	12/14/2022	1,000.00	.00	
196	OREGON FRONTIER CHAMBER	DEC. 2022	Transient Tax Turnover	12/14/2022	15,695.81	.00	
	Total OREGON FRONTIER CHAMBER OF COMMERCE:				16,695.81	.00	
OREGON SECRETARY OF STATE							
800	OREGON SECRETARY OF STAT	NOV 2022	Audit Filing Fee	12/13/2022	250.00	.00	
	Total OREGON SECRETARY OF STATE:				250.00	.00	
PARM, DAWN							
908	PARM, DAWN	NOV 2022	Stipend	11/30/2022	125.00	.00	
	Total PARM, DAWN:				125.00	.00	
POST MASTER							
463	POST MASTER	NOV 2022	Postage Trust Account	11/30/2022	250.00	.00	
463	POST MASTER	NOV 2022	Postage Trust Account	11/30/2022	250.00	.00	
463	POST MASTER	NOV 2022	Postage Trust Account	11/30/2022	250.00	.00	
	Total POST MASTER:				750.00	.00	
R&R Products							
473	R&R Products	CD2735397	Golf Supplies	11/17/2022	304.35	.00	
	Total R&R Products:				304.35	.00	
SETTJE SONS PAVING LLC							
1575	SETTJE SONS PAVING LLC	1085	ASPHALT PATCHING	12/01/2022	4,128.70	.00	
	Total SETTJE SONS PAVING LLC:				4,128.70	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
South Gilliam County Health Center							
615	South Gilliam County Health Cent	NOV 2022	CDL Fitzsimmons	11/14/2022	100.00	.00	
615	South Gilliam County Health Cent	NOV 2022	CDL Fitzsimmons	11/14/2022	100.00	.00	
	Total South Gilliam County Health Center:				200.00	.00	
STINCHFIELD, JAN							
709	STINCHFIELD, JAN	NOV 2022	Stipend	11/30/2022	125.00	.00	
	Total STINCHFIELD, JAN:				125.00	.00	
THE AUTOMATION GROUP							
1501	THE AUTOMATION GROUP	W12465	HEADWORKS PUMPS TROUBL	11/29/2022	602.72	.00	
1501	THE AUTOMATION GROUP	W12470	TROUBLESHOOT INTAKE CONT	11/29/2022	1,340.44	.00	
	Total THE AUTOMATION GROUP:				1,943.16	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	NOV 2022	PRINT JOB - WINDOWLESS EP	11/17/2022	457.80	.00	
540	THE TIMES-JOURNAL	NOV 2022	SUBSCRIPTION	11/17/2022	44.00	.00	
540	THE TIMES-JOURNAL	NOV 2022	TRANSFER STATION EMPLOYM	11/17/2022	27.50	.00	
	Total THE TIMES-JOURNAL:				529.30	.00	
THOMAS FATLAND							
252	THOMAS FATLAND	NOV 2022	Stipend	11/30/2022	125.00	.00	
	Total THOMAS FATLAND:				125.00	.00	
TK ELEVATOR CORPORATION							
1535	TK ELEVATOR CORPORATION	3006971477	LIFT CHAIR	12/01/2022	264.39	.00	
	Total TK ELEVATOR CORPORATION:				264.39	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	NOV 2022	Office Supplies	11/26/2022	15.47	.00	
548	TWO BOYS MEAT & GROCERY	NOV 2022	Office Supplies	11/26/2022	35.54	.00	
548	TWO BOYS MEAT & GROCERY	NOV 2022	STAFF 2022 GIFT CERTIFICATE	11/26/2022	500.00	.00	
	Total TWO BOYS MEAT & GROCERY:				551.01	.00	
UMATILLA-GILLIAM PUBLIC HEALTH							
1578	UMATILLA-GILLIAM PUBLIC HE	2012	SWIMMING POOL LICENSE	11/21/2022	152.00	.00	
	Total UMATILLA-GILLIAM PUBLIC HEALTH:				152.00	.00	
USDA							
554	USDA	DEC 2012 LOA	Loan #92-03 - Interest	11/21/2022	14,175.00	.00	
554	USDA	DEC 2012 LOA	Loan #92-03 - Principal	11/21/2022	8,836.00	.00	
	Total USDA:				23,011.00	.00	
VISA							
559	VISA	NOV 22 5886	PUMP	11/21/2022	455.26	.00	
559	VISA	NOV 22 5886	PUMP	11/21/2022	455.26	.00	
559	VISA	NOV 22 5886	RECORDING CLERK FEES	11/21/2022	373.10	.00	
559	VISA	NOV 22 5886	SAND	11/21/2022	317.80	.00	
559	VISA	NOV 22 8577	LIGHTING	11/21/2022	142.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	NOV 22 8577	MONTHLY ONLINE SVCS	11/21/2022	37.50	.00	
559	VISA	NOV 22 8577	MONTHLY EMAIL	11/21/2022	80.00	.00	
559	VISA	NOV 22 8577	2 COMPUTER MONITORS	11/21/2022	279.98	.00	
559	VISA	NOV 22 8577	TABLET FOR IN OFFICE USE/AP	11/21/2022	39.99	.00	
559	VISA	NOV 22 8577	DUCT TAPE	11/21/2022	100.80	.00	
559	VISA	NOV 22 8577	DUCT TAPE	11/21/2022	100.80	.00	
559	VISA	NOV 22 8577	CHRISTMAS LIGHTS	11/21/2022	55.98	.00	
	Total VISA:				2,439.42	.00	
WATKINS EXCAVATING, LLC							
1577	WATKINS EXCAVATING, LLC	31-22	RESER ABATEMENT	12/02/2022	8,160.00	.00	
	Total WATKINS EXCAVATING, LLC:				8,160.00	.00	
WITZLEBEN, JENNA							
1096	WITZLEBEN, JENNA	4	CGS Landscape Architect	12/09/2022	500.00	.00	
	Total WITZLEBEN, JENNA:				500.00	.00	
	Grand Totals:				81,717.10	.00	

Dated: ____

Mayor: ____

City Admininstrator: ____

Report Criteria:
- Detail report.
- Invoices with totals above $0.00 included.
- Paid and unpaid invoices included.

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

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

VISA

RECEIVED
DEC - 5 2022
CITY OF CONDON

Account Summary

Billing Cycle		11/21/22
Days In Billing Cycle		29
Previous Balance		$4,064.39
Purchases	+	838.00
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$4,064.39
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$838.00**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$9,069.00
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	$838.00
MINIMUM PAYMENT	$838.00
PAYMENT DUE DATE	12/16/2022

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!

FOREIGN TRANSACTIONS MADE ON OR AFTER JANUARY 2, 2023 WILL INCUR UP TO 1% FEE.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
10/25/22	10/26/22	5065	24492162298000043272339	SP WAREHOUSELIGHTING HTTPSHIGHBAYL WI lighting	$142.95 A40
10/27/22	10/28/22	5045	24430992300400811074340	MSFT * E0500KSBQS MSBILL.INFO WA monthly online svcs	$37.50 A150
10/27/22	10/28/22	5045	24430992300400811107264	MSFT * E0500KSB37 MSBILL.INFO WA monthly email	$80.00 A150

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
11/21/22	$838.00	$838.00	12/16/2022

AMOUNT OF PAYMENT ENCLOSED
$ 838.00

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

918

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00083800 00083800 4

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 2

VISA

Account Number: #### #### #### 8577
Closing Date: 11/21/22
Credit Limit: $10,000.00 Available Credit: $9,069.00

918

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
11/04/22	11/06/22	5300	24692162308100429171430	WWW COSTCO COM 800-955-2292 WA 2 monitors	$279.98 A40
11/10/22	11/11/22	5942	24431062314083717405175	AMAZON.COM*HB7BE10E1 AMZN AMZN.COM/BILL WA Tablet	$39.99 A40
11/15/22	11/16/22	5942	24692162319108660659986	Amazon.com*HB20G7MZ2 Amzn.com/bill WA Duct tape	$201.60 S270 W270 $180.80
11/16/22	11/16/22	6010	1 2320121285000160	PAYMENT - THANK YOU	$4,064.39 -
11/19/22	11/20/22	5942	24692162323101643213702	AMZN Mktp US*HI0XS3DL1 Amzn.com/bill WA Christmas lights	$55.98 A40

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	$ 838.00

[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 1
Account Number: #### #### #### 5886

VISA

RECEIVED
DEC - 6 2022
CITY OF CONDON

Account Summary

Billing Cycle		**11/21/22**
Days In Billing Cycle		**29**
Previous Balance		$493.51
Purchases	+	1,601.42
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$493.51
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$1,601.42**

Account Inquiries

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

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

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

Payment Summary

NEW BALANCE	**$1,601.42**
MINIMUM PAYMENT	**$1601.42**
PAYMENT DUE DATE	**12/16/2022**

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.*

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$8,398.00
Available Cash	$0.00
Amount Over Credit Line	$0.00
Amount Past Due	**$0.00**
Disputed Amount	$0.00

Important Information About Your Account

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

FOREIGN TRANSACTIONS MADE ON OR AFTER JANUARY 2, 2023 WILL INCUR UP TO 1% FEE.

Cardholder Account Summary

W265
S265

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
10/25/22	10/26/22	7699	24377352299000000396366	D AND S HYDRAULICS INC BEND OR pump	$910.52	455.26
10/25/22	10/26/22	9399	24377352299000003085545	GILLIAM COUNTY CLERK 888-8916064 OR Recording clerk fees	$373.10	A10
11/02/22	11/04/22	5200	24943012307010192622847	THE HOME DEPOT #4026 THE DALLES OR sand	$317.80	St 231

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
11/21/22	$1,601.42	$1601.42	12/16/2022

AMOUNT OF PAYMENT ENCLOSED
$ 1601.42

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

1348

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1003 5886 00160142 00160142 4

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1

VISA

Account Number: #### #### #### 5886
Closing Date: 11/21/22
Credit Limit: $10,000.00 Available Credit: $8,398.00

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
11/16/22	11/16/22	6010	1 2320121285000170	PAYMENT - THANK YOU	$493.51 -

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)[2]	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	$ 0.00	1.3200%	15.84%	$ 0.00	
CASH	F	$ 0.00	1.3200%	15.84%	$ 0.00	
FEES/**INTEREST CHARGE**					$ 0.00	
TOTAL				0.00%	$ 0.00	$ 1,601.42

[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.

January 4, 2023

Condon City Council
PO Box 445
Condon, OR 97823

To the Condon City Council:

This letter is to kindly request for a one-year extension to the Baseball Field Development Agreement and Deed Restriction which currently includes the following:

> Declarant hereby acknowledges that recording of this deed requires a home to be built with an approved Certificate of Occupancy on the above described real property within 24 months from the original sale date of February 15, 2022 to Coy Real Estate LLC.

As stated above, this deed restriction requires for a home to be built by February 15, 2024. Additionally, the Deed Restriction also allows the owner of record to apply for an extension for up to three (3) one (1) year periods, not to exceed a total of five (5) years from February 15, 2022.

The reason for the additional one-year extension to build a home to be changed from 24 months to 36 months from the original sale date of February 15, 2022 is due to the current state of the economy. Just prior to the February 15, 2022 date of purchase, Coy Real Estate had interested buyers for up to 4 of the 6 lots. All but one buyer backed out due to the significant increase in the cost to build a home. Presently, lot 4 has been sold and Coy Real Estate has started construction for a spec home that will be available for sale on lot 5. There has been some interest from prospective buyers; however, with the rising interest rates, home and land sales have slowed considerably. Additionally, home construction is now taking longer due to the supply chain delays requiring construction to come to a complete halt at times.

The current deed restriction requirement to complete the construction of a home by February 15, 2024 has turned several prospective buyers away due to the concern that there is no guarantee that the City Council will approve the additional one-year extensions that are available. I believe that the additional extension of 36 months will be a more reasonable time period for prospective buyers/builders to complete the construction of a home.

Thank you for your consideration.

Sincerely,

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

Coy
REAL ESTATE

Amy Coy

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

Wisconsin • Oregon
Texas • New Hampshire

Collector E-Waste Service Agreement

Universal Recycling Technologies ("**URT**") will provide **City of Condon ("Customer")** with recycling services for electronic displays, peripherals, data containing equipment and other electronic materials (collectively referred to as "E-Waste") effective beginning January 1st, 2023. The purpose of this agreement is to establish parameters for the collection and consolidation of E-Waste at Customer's facilities and transport to URT facilities for responsible recycling.

CUSTOMER OBLIGATIONS

1. Customer agrees it will provide a true and correct description of E-Waste collected, and that the E-Waste will conform to this description, including any material mix requirements identified in Addendum A - Pricing. Materials that do not meet the mix requirements and/or Shipping & Packaging Guidelines (Addendum C) will be subject to additional handling fees. If the electronic wastes do not conform to the descriptions in this Agreement ("non-conforming material"), URT can, at its option, return it to Customer or require Customer to remove and dispose of the non-conforming material at Customers' expense, and reimburse URT for any expenses URT has incurred.
2. Customer agrees to send all E-waste collected under this program to URT.
3. Customer acknowledges and agrees with pricing as stated on Addendum A - Pricing.
4. Customer will package electronic wastes in such a manner as to comply with state and federal DOT regulations for proper packaging of E-Waste and to prevent breakage.
5. Customer shall sort and package E-waste materials in accordance with URT Packaging Guidelines, as defined in Addendum C, and make necessary arrangements to facilitate the collection and consolidation of electronic material in accordance to industry standards and practices and by mutual agreement of both parties.
6. Customer will contact URT and request a pickup or delivery date for all electronic waste shipments.
7. Customer is registered in the state(s) where materials are collected or allows URT to register their site as a URT collection location.
8. Customer recognizes that URT may be collecting Consumer Electronic Devices (CEDs) on behalf of one or more manufacturers seeking to comply with state programs or laws. Any and all CED's collected by customer and shipped to URT may be used to support manufacturers programs in the form of credits. Customer acknowledges and agrees that any such credits associated with CED's belong to URT and Customer may not under any circumstances offer to sell credits to any third party.
9. Customer shall provide secure collection location(s) for collecting electronic materials for consolidation and transport. Collection facilities shall be operated in accordance to all local and state laws.
10. Customer will provide URT with reasonable access during normal business hours to the Customer's facility for the purposes of collecting E-Waste for transport.
11. Customer shall coordinate all pick-ups and inbound loads with URT designated point of contact at least 5 business days prior to scheduled pick-up or drop off request. All pick-up and receiving acknowledgements are subject to schedule loading dynamics.

URT OBLIGATIONS

1. Handling of E-Waste Loads:
   1.1. When transportation is provided by URT, URT will transport electronic waste in a safe manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of federal, state and local governments in whose jurisdictions such activities are performed under this Agreement;
   1.2. URT shall respond to request(s) for pick-up transportation inquiries/requests from Customer within normal business hours of operation and accommodate pick-up requests in accordance to URT inbound scheduling dynamics.
   1.3. URT shall inspect the shipment prior to acceptance of an E-Waste load to confirm that the correct materials have been received.
   1.4. URT shall visually and manually screen each shipment for hazardous components. Notwithstanding any other terms in this Service Agreement, URT shall not accept any of the following materials for processing: liquids, chemicals, oils, radioactive devices, biological, infectious waste, dry powder substances or any materials not in conformance with universal waste rules and regulations.

2. Processing of E-Waste Loads:
   2.1. URT recycles all non-hazardous acceptable materials received or collected under this Services Agreement using standard methods approved in the industry.
   2.2. URT understands that some Customer equipment may contain electronic data which must be removed either through approved electronic data removal software or physically destroyed.
   2.3. URT ensures that all final wastes and hazardous materials resulting from the recycling process are disposed in accordance with all applicable laws, rules, regulations, orders, and ordinances, as they may be amended from time to time.
   2.4. URT represents that all material shall be recycled and/or remarketed. “Recycled” means prior to resale or reuse all materials are (a) rendered unfit for their original use or (b) dismantled into component materials such as plastic, steel, aluminum and glass. “Remarketed” means the resale as a product or as an operating component of a product or reuse of the material for use as it was originally intended.
   2.5. URT shall have the right to sell into global markets any commodities generated from E-Waste Materials. Any such sale by URT shall conform both to the export control laws and regulations of the United States and to the import laws of the receiving countries.
   2.6. URT will provide electronic Certificates of Recycling and summary of all electronic wastes to contact provided by Customer in Addendum B – Customer Details.

TERMS & CONDITIONS

1. Terms of Collection and Consolidation Services Agreement shall remain in place until **December 31st 2025** and shall continue in effect from year to year thereafter. However, URT or Customer may terminate this agreement with 30 day written notice at any time during the course of the agreement.
2. Weights and/or unit counts of electronic wastes will be determined upon receipt by URT.
3. Customer will pay the rates set forth on Addendum A, which may be modified upon immediate notice to account for: any increase in or to recoup all or any portion of, disposal, fuel, or environmental compliance costs; any change in the composition or commodity value of the waste;

increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, municipal franchise fee increases and acts of God such as floods, fires, etc. Outside of the foregoing contexts, URT will provide not less than thirty (30) days notice of any price increase.

4. Both parties agree to assign a point of contact to conduct all ongoing communications and transactions.
5. Confidential Information: Confidential information shall include any information disclosed by one party to the other party in confidence; which shall be deemed the Confidential Information of each disclosing party and the terms of this Services Agreement, including without limitation, the fees charged or rebate payments paid by URT hereunder, which shall be deemed the Confidential Information of both parties.
6. Invoicing:
   6.1 Any invoices submitted by URT for services provided pursuant to this agreement are NET thirty (30) day terms. Invoices will be paid by check or wire in accordance with written instructions provided by URT with said invoice. Any unpaid invoices beyond Net 60 shall be subject to a 5% late fee surcharge per month until such time as unpaid balances are paid in full.
   6.2 Any invoices submitted by Customer for services provided pursuant to this agreement will be paid NET forty-five (45) days from invoice date.
7. Fees: Amounts to be paid by URT or charges to Customer shall be as set forth on Addendum A.
8. Mutual Indemnification for Personal Injury, Property Damage and Violations of Law: URT and Customer (each, as context dictates, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, and its parent, corporate affiliates, subsidiary companies, owners, officers, directors and employees (collectively, and as context dictates, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal, bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees, or damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by: 1) the Indemnitor's breach of any representations, covenants or warranties set forth in this Agreement; or 2) the Indemnitor's or its employees', officers', owners', corporate affiliates' or Subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law or contract in the performance of this Agreement. Notwithstanding anything stated herein, no Indemnitee will be entitled to the benefits of this indemnity Section 4 with respect to any Liabilities to the extent they arise as a result of any negligence or misconduct of any Indemnitee.
9. Environmental Indemnification: URT agrees to indemnify, hold harmless and defend the Customer, and Customer's Indemnitees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, caused by the Services provided by URT under this Agreement with respect to Customer's Recycled Materials; provided, however, the obligation of URT to indemnify the Customer will not apply to any Liabilities relating to Non-Conforming Waste or involving waste products disposed of or handled in facilities that are designated for use or engaged by Customer or designated by state, county or local law or ordinance unless such facilities are owned or operated by URT. Customer agrees to indemnify, hold harmless and defend URT, and URT's Indemnitees from and against any and all Liabilities which any or all of them may hereafter

suffer, incur, be responsible for or pay out as a result of Customer's tender or delivery of Non-Conforming Waste to URT or its Subcontractors.

10. This Agreement will be governed by the Laws of the State of Oregon, and are binding on the successors and assigns of both parties. The indemnification made by each party will survive termination of this Agreement.

Acceptance:

IN WITNESS WHEREOF, the Parties hereto have executed E-Waste Service Agreement intending to be bound thereby on the day and year the contract is fully executed.

UNIVERSAL RECYCLING TECHNOLOGIES, LLC ("URT")		**CITY OF CONDON ("CUSTOMER")**	
By:	Bryan Catello	By:	
Title:	Regional Account Manager	Title:	
Date:		Date:	
Signature:		Signature:	

Addendum A: Pricing

Item Category	Material Specifications	U/M	Pricing
13600-C	Flat screen Monitors (-C)	Lbs.	($0.02)
11080-C	Incomplete Laptops (-C)	Lbs.	($0.15)
11150-C	Laptop Computers (-C)	Lbs.	($0.80)
13000-C	Monitor Cathode Ray Tube (-C)	Lbs.	($0.02)
49500-C	PC Complete (-C)	Lbs.	($0.18)
49525-C	PC Incomplete - 1 (-C)	Lbs.	($0.11)
49506-C	PC Incomplete - 2 (-C)	Lbs.	($0.02)
16800-C	Printers w/out Ink & Toner (-C)	Lbs.	($0.02)
12000-C	TV Cathode Ray Tube (-C)	Lbs.	($0.02)
12600-C	TV Console Cathode Ray Tube (-C)	Lbs.	($0.02)
12400-C	TV Flat Screen (-C)	Lbs.	($0.02)
12550-C	TV Projection Cathode Ray Tube (-C)	Lbs.	($0.02)

NOTES:

Pricing in parenthesis indicates a rebate to the customer. URT will give 30 day notice of any price changes.

Transportation is covered under this agreement. If a customer chooses to arrange their own transportation, there will be no dock charge. URT asks that customers request dock times 5 days in advance for proper scheduling into a URT facility.

Peripheral Categories:

Peripherals 3 - 16895		Peripherals 2 - 16890		Peripherals 1 - 16885	
Office Phones		Camcorders	DVR's	Game Consoles	Tablets
Calculators		VCR Players	Faxes	Cable Boxes	Small Servers
Electronic toys	Speakers	DVD Players	Cameras	Cell Phones	MP3's
Copiers	Microwaves	Radios	GPS Navigation	Digital Converters	Pagers
Kitchen Electronics	Remote Controls	Stereos	Receivers	Satellite Receivers	Routers
		Scanners	Walkie-Talkies		
		Docking Stations	CD Players		
		Computer Fans			

PC Categories:

Item Code	Item Name	Description
49500	PC - Complete	Contains the hard drive, at least 2 memory sticks, processor, power supply, heat sink and all other components.
49525	PC Incomplete – 1	Missing any 2 items, including but not limited to, the hard drive, memory, processor, power supply or heat sink.
49506	PC Incomplete – 2	Missing 3+ items, including but not limited to, the hard drive, memory, processor, power supply or heat sink.
11025	PC Shells/(scrap steel)	Missing most or all components

U/W Tare Weight Matrix	**Pounds**
Pallet	39.00
Pallet/Gaylord	68.00

Rev 3/20/17

Addendum B: Customer Details

PRIMARY CONTACT Name:
Address:
Phone Number:
Email:

COLLECTION SITE & CONTACT Site Address:
Contact Name:
Contact Phone Number:
Contact E-Mail:
Days/Hours of Operation For Public Drop Off:
Days/Hours of Operation For Scheduling/Trucks:

INVOICING CONTACT Name:
Address:
Phone Number:
Email:

MARKETING CONTACT Contact Name:
Contact Number:
Contact E-Mail:

GENERAL PUBLIC INFORMATION

Web Address:
Facebook Page:
Twitter Account:
Toll-Free Number:

DARK FIBER USE AGREEMENT

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

~~Fiber Council~~City of Condon

By: ______________________________

Name: ~~Rita Rattray~~Jim Hassing
Title: ~~Chair~~Mayor
Date: ______________

Notice Address:
128 S. Main Street
P.O. Box 445
Condon, Oregon 97823-0445
cityofcondon@jncable.com

~~[Customer Name]~~LightSpeed Networks, Inc

By: ______________________________

Name:
Title:
Date:

Notice Address:
921 SW Washington Street
Suite 210
Portland, Oregon 97205
contracts@lsnetworks.net

WHEREAS, the City of Condon ~~and Gilliam County have~~ entered into an indefeasible right of use agreement with Inland Development Corp. to use certain fibers in a fiber optic facilities network in the area of Condon, Oregon (which is attached hereto as Exhibit A and referred to herein as the "Underlying Rights."); and

WHEREAS, the City of Condon ~~and Gilliam County have each~~ also entered into a Conduit and Fiber Maintenance and Repair Services Agreement with the Inland Development Corp. to secure maintenance and repair services regarding the fiber optic facilities network (which is attached hereto as Exhibit B and is also referred to herein as the "Underlying Rights."); and

WHEREAS, the City of Condon ~~and Gilliam County~~ desires to allow C~~c~~ustomer to use of ~~[number]~~1 Dark Fiber ~~fiber strand~~ pair~~s~~ (each pair comprising two individual fibers), and Customer desires to license the use of said pairs, consistent with the terms and conditions set forth below;

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

~~WHEREAS, Customer desires to license the use of the fiber strand pairs to provide the following services:~~

~~__________________________________;~~

~~________________________________;~~

~~________________________________;~~

~~to residents in the following area:~~

~~________________________________;~~

~~________________________________;~~

~~________________________________; and~~

~~WHEREAS, the City of Condon and Gilliam County have each agreed and authorized the Fiber Council~~City ~~to manage the leasing, licensing, use, and maintenance of the fiber to which the City of Condon and Gilliam County have acquired an indefeasible right of use~~;

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

1. Definitions

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

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

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

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

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

"**Fiber Delivery Date**" means the date specified in **Exhibit 1** on which the ~~Fiber Council~~City, acting through the City of Condon ~~and Gilliam County~~, shall provide the Dark Fiber to Customer.

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

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

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

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

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

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

"**Underlying Rights**" includes all rights, contracts, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals including any Agreements between the Inland Development Corporation and the City of Condon and Gilliam County, as further provided in Exhibits A and B, which are attached to this Dark Fiber Use Agreement.

2. Scope of Grants

2.1 General. Subject to the terms and conditions of this Agreement, ~~Fiber Council~~City grants to Customer, for the term specified herein: (1) an exclusive license to use ~~____~~ 1 ~~strands of~~ Dark Fiber pair, (2) a non-exclusive license to use the Fiber Infrastructure, as may be permitted or limited in the Underlying Rights, which are attached to this Agreement and by this reference incorporated herein. For the avoidance of doubt, the license to use the Dark Fiber is revocable consistent with the terms of this Agreement, and ~~Fiber Council~~City grants no other right or interest in any fibers or equipment (including but not limited to, any property right, leasehold interest, indefeasible right of use, or title), whether in law or equity.

2.2 Operation and Maintenance of Dark Fiber. During the Term of this Agreement and any extensions, the Dark Fiber shall be maintained by ~~Fiber Council~~City (or ~~Fiber Council's~~City's agent) in accordance with the provisions of ~~Fiber Council's~~City's agreements with Fiber Owner, as the grantor of the Underlying Rights. Customer acknowledges and agrees that its use of the Dark Fiber is conditioned on Customer's continuing adherence to all applicable operational requirements of ~~Fiber Council's~~City's agreement with the Fiber Owner, known as the Underlying Rights, which are attached hereto as Exhibits A and B and by this mention incorporated into this Agreement.

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

4. Installation and Delivery; Acceptance

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

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

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

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

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

4.3 Exclusions. If ~~Fiber Council~~City fails to provide the Dark Fiber by the Fiber Delivery Date specified in **Exhibit** **1**, Customer shall be entitled to a reduction equal to 3% of the percentage of the MRC for each day that passes beyond the Fiber Delivery Date. Notwithstanding the foregoing, any failure to provide the Dark Fiber by the Fiber Delivery Date shall be excused and no payments shall be owed by ~~Fiber Council~~City if the failure is caused by the following (each, an "Exclusion"):

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

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

(3) Any denial of access by Customer; or

(4) a Force Majeure Event, provided that ~~Fiber Council~~City complies with the notice obligations under Section 12.1.

5. Customer Access, Inspections, Relocation

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

5.2 Inspections. ~~Fiber Council~~City will have the right, twice per calendar year, upon not less than 24 hours prior written notice to Customer and the Fiber Owner, to access the End

Points to perform periodic inspections to ensure compliance with this Agreement. The Parties agree that such inspections shall be done in cooperation with the Fiber Owner, and acknowledge that the Fiber Owner requires at least 24 hours prior written notice of such inspections under the ~~Fiber Council's~~City's agreement with the Fiber Owner.

5.3 Relocation for Failure To Maintain Rights. If, after the Effective Date, ~~Fiber Council~~City is required by the provider of any Underlying Right or any Other Governmental Authority (either a "Relocating Authority") to relocate the Dark Fiber or any portion thereof, ~~Fiber Council~~City may either (1) proceed with such required relocation using commercially reasonable efforts to attempt to minimize substantial negative impacts to Customer and providing at least 30 days written notice prior to relocating Customer's fiber; (2) may terminate this Agreement for cause as provided in Section 7; may ask but not require the Customer to contribute all or part of the cost of relocating the Customer's fiber; and/ or (4) may negotiate with or pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. ~~Fiber Council~~City or Fiber Owner will keep Customer fully informed of such relocation and will consider any recommendations of Customer in good faith. Fiber Owner will bear all costs of any such relocation. Following receipt of notice of a relocation from ~~Fiber Council~~City, Customer may elect to terminate this Agreement pursuant to Section 7.3 if such relocation has a material adverse effect on Customer's rights under this Agreement to use the Dark Fiber.

6. Fees

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

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

6.3 Payment of Invoices. Customer will pay ~~Fiber Council~~City all amounts due and owing under each of ~~Fiber Council~~City valid invoices within 60 days after receipt, which shall be deemed received by Customer three business days after the postage date of such invoice ("Receipt"). If Customer wishes to dispute any invoice, it must do so in within 30 days of R~~r~~eceipt of said invoice by delivering to ~~Fiber Council~~City a written notice that describes the basis for the dispute in reasonable detail. After receipt of such a written notice, ~~Fiber Council~~City will provide a written clarification within 15 business days, and the Parties shall work in good faith to resolve the dispute.

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

6.5 Taxes. Each Party will be responsible, as required under applicable law, for identifying and paying all applicable taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are lawfully imposed on that Party upon or with respect to this Agreement. ~~. Fiber Council~~City ~~is an intergovernmental entity under ORS 190 and is not subject to property taxation.~~

7. Term and Termination.

7.1 Effective Date, Term and Renewal Term. This Agreement is effective ~~on ____________~~upon the date last signed and will continue in effect for a term of ___________5 years (the "Term"), unless terminated by any Party in accordance with Section 7.2 or Section 7.3. This Agreement will automatically renew for one additional Renewal Term of ______1 years unless either party provides written notice at least three ~~six~~ (~~6~~3) months prior to the expiration of the initial term of its intent not to renew.

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

7.3. Termination by Customer for Cause. Customer may terminate this Agreement without any ~~further~~ liability if ~~Fiber Council~~City breaches any material obligation under this Agreement, provides at least sixty (60) days' written notice of the alleged ~~brief~~ breach with specificity, and if the breach remains uncured for thirty (30) business days after Customer delivers written notice of the breach to ~~Fiber Council~~City. Notwithstanding this provision, Customer must timely pay to ~~Fiber Council~~City any outstanding Invoices ~~amounts~~ due and owing under this Agreement.

7.4. Termination by Customer for Convenience. Customer may terminate this Agreement upon at least three ~~six~~ months' prior written notice from Customer to ~~Fiber Council~~City, provided that Customer pays an early termination fee of ~~80~~50% of the MRC for the remaining term of the Agreement.

7.5. Termination by ~~Fiber Council~~City for Loss. ~~Fiber Council~~City may terminate this Agreement immediately by providing written notice to Customer, in the event that ~~Fiber Council's~~City's Underlying Rights are lost or significantly impaired, and in case of such termination, ~~Fiber Council's~~City's sole obligation to Customer shall be to refund any MRC already paid for Dark Fiber if such Dark Fiber was unable to be used during that month. ~~Fiber Council~~City shall have no further liability to Customer.

7.6. ~~Fiber Council~~City may terminate this Agreement without any further liability if Customer breaches any material obligation under this Agreement and ~~Fiber Council~~City provides at least sixty (60) days' written notice ~~notifies Customer~~ of such alleged breach ~~in writing~~, and the breach remains uncured for ~~thirty (30)~~sixty (60) business days after ~~Fiber Council~~City delivers written notice of the breach to Customer.

7.7. Removal of Customer Equipment Following Termination. If Customer leaves equipment on premises ~~(whether owned by Fiber CouncilCity, the Fiber Owner, or another party)~~ for more than 30 days after the termination date of this Agreement, ~~Fiber Council~~City may require Customer to remove equipment, may use the equipment for the ~~Fiber Council's~~City's own use, or may dispose of such Customer equipment without liability.

8. Representation, Warranties and Certain Covenants

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

8.2 By ~~Fiber Council~~City. ~~Fiber Council~~City represents and warrants to, and covenants that, subject to limitations in the Underlying Rights: (1) ~~Fiber Council~~City has all rights necessary for its execution and delivery of this Agreement and performance of its obligations under this Agreement; and (2) when performing its obligations under this Agreement, ~~Fiber Council~~City will not knowingly interfere with the activities and obligations of Customer, subject to the provisions of this Agreement.

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

9. Indemnification by Customer

9.1 Indemnification Obligation. Customer will defend, indemnify and hold harmless ~~Fiber Council~~City, and its respective elected officials, directors, officers, employees, successors, assigns and agents, from and against all Third Party Claims, actions, suits, losses, costs or damages (collectively, "Claims") to the extent arising out of or relating to: (1) Customer's breach of any of its warranties, representations or covenants under Section 8.3 above; (2) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (3) any bodily injury (including illness or death) or property damage caused by Customer or related to Customer's actions under this Agreement or use of the Dark Fiber; (4) infringement or misappropriation of any copyright, patent, trademark, trade secret or other proprietary right of any third Party by Customer's use of the Dark Fiber; or (5) any breach by Customer of its obligations under Section 11 (No Monitoring) of this Agreement. This provision shall survive the expiration or termination of this Agreement.

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

10. LIMITATION OF LIABILITY

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

11. No Monitoring. Except as authorized by law, ~~Fiber Council~~City will not record, store, inspect, monitor, read, intercept, process or access any data transmitted using the Dark Fiber. Customer will not record, store, inspect, monitor, read, intercept, process or access any data transmitted using fiber pairs or strands other than the Dark Fiber which Customer is licensed to use under this Agreement.

12. Miscellaneous

12.1 Force Majeure. No Party will be responsible for any delay or failure in performance of any part of this Agreement to the extent that the delay or failure in performance is caused by any of the following conditions, unless deliberately caused by the Party claiming under this Section, and such Party's performance shall be excused and extended for and during the period of any such delay: act of God; fire; flood; other adverse weather events; failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; war or civil disorder; strikes or other labor disputes; inability of ~~Fiber Council~~City to access the Dark Fiber; or any other cause beyond the reasonable control of the Party whose performance is affected (the "Affected Party") and which could not have been avoided or corrected through the exercise of reasonable diligence (a "Force Majeure Event"). The Affected Party will promptly notify the other Party in writing of the Force Majeure Event, giving details of the Force Majeure Event circumstances, its anticipated effect upon the Affected Party's performance under this Agreement, and the steps that the Affected Party is taking to remedy the delay. If ~~Fiber Council~~City's performance is delayed or otherwise affected by any Force Majeure Event for more than 60 days, Customer may terminate the Agreement without further liability upon written notice to the ~~Fiber Council~~City.

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

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

12.4 Insurance.

(a) Worker's Compensation and General Commercial Liability Insurance. Customer will maintain, at its expense, during the entire term or renewal term: (1) "Workers' Compensation" insurance, including coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Customer, and "Employer's Liability" insurance with limits of liability of not less than US$1,000,000, with a waiver of subrogation in each case in favor of ~~Fiber Council~~City (where permitted by law); (2) "Commercial General Liability" insurance including public liability and product liability insurance with limits of not less than US$5,000,000 per occurrence and US$5,000,000 general aggregate to cover loss and damage incurred by ~~Fiber Council~~City and its Affiliates in connection with this Agreement; and (3) "Professional Indemnity" or "Errors and Omissions" insurance with limits of not less than US$2,000,000 per claim and with a retroactive date no later than the Effective Date.

(b) General. All insurance maintained by Customer under this Agreement must be with an A.M. Best rating of "A-VII" or greater (or standard equivalent). Promptly after the effective date of the first Order under this Agreement, and at each policy renewal or at other times on request from ~~Fiber Council~~City, Customer will furnish ~~Fiber Council~~City with certificates of insurance that show the minimum levels of insurance Customer must maintain under this Agreement. Customer will send these certificates electronically to ~~Fiber Council~~City at the notice address provided (or such other address as ~~Fiber Council~~City may specify in writing). Customer will name ~~Fiber Council~~City, and its Affiliates and their respective officers, directors, employees, successors, assigns and agents" as additional insureds for the Commercial General Liability policy ~~and will cause each of its policies of insurance (and the underlying property owner's policies, as applicable) to contain a waiver of any right of subrogation on the part of the insurer against the Fiber Council~~City ~~where permitted by law~~. Customer will notify ~~Fiber Council~~City of any non-renewal, cancellation or change of its coverage at least thirty (30) days before non-renewal, cancellation or change in coverage. The insurance maintained by Customer under this Agreement must be primary to, and without any right of contribution from, any other insurance that may be available to ~~Fiber Council~~City. ~~Fiber Council~~City's approval of any of Customer's insurance policies does not relieve or limit any of Customer's obligations under this Agreement.

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

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

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

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

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

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

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

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

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

Exhibit 1 –Specifications

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

A End Point(s)		
End Point Code	**Physical Address**	**Demarcation Point**
ARL-SLATT	Arlington, Oregon-Bonneville Power Administration CJ Slatt substation located off Rhea Road	Meet-me panel located inside colocation facility.
ARL-TVCOOP	Arlington, Oregon- at or near Arlington TV Cooperative headend facility	Grantor's meet-me vault located at or near headend facility

B End Point(s)		
End Point Code	**Physical Address**	**Demarcation Point**
CON-CITY	128 S Main Street, Condon, Oregon 97823-Condon City Hall	Meet-me panel located inside Condon City Hall

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

Additional Specifications

Fee	Amount
Non-Recurring Charge (NRC)	**$0**
Monthly Recurring Charge (MRC)	**$500.00**

RESOLUTION 2023-03
CITY OF CONDON GENERAL FEE RESOLUTION

REPEALING RESOLUTUION 2023-02

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

THEREFORE, BE IT RESOLVED by the governing body of the City of Condon establishes the following rates for miscellaneous fees to be effective **January 4, 2023**:

TITLE V – PUBLIC WORKS

- WATER – Chapter 50
    - Account Deposit - $75.00. Deposit is waived if a reference letter is received from the last water/sewer utility is received and sign up for ACH payment *11-6-2019*
    - Connection Fee -- $25.00
    - Door Hanger Fee – $10.00 *5-1-2013*
    - Water Rate Inside City Limits - $30.30. First 3,000 gallons. 6-1-2021
        - 3,001 to 20,000 gallons $1.25/1,000 gallons
        - 20,001 to 100,000 gallons - $1.50/1,000 gallons
        - 100,001 to 150,000 gallons - $2/1,000 gallons
        - 150,001 to 500,000 gallons - $3/1,000 gallons
        - 500,001+ - $5/1,000 gallons
    - Water Rate Outside City Limits - $42.40. First 3,000 gallons. 6-*1-2021*
        - 3,001 to 20,000 gallons $1.50/1,000 gallons
        - 20,001 to 100,000 gallons - $1.75/1,000 gallons
        - 100,001 to 150,000 gallons - $2.25/1,000 gallons
        - 150,001 to 500,000 gallons - $3.25/1,000 gallons
        - 500,001+ - $5.25/1,000 gallons
    - Industrial Use/Bulk Water - $5.00 per 1,000 gallons. *11-6-2019*
    - Connection to City Water System:
        - ¾” Connection - $1700+ any time and materials over this amount. 7-6-2022
        - 1” Connection - $2300+ any time and materials over this amount. 7-6-22
        - 1 ½” Connection - $3,300+ any time and materials over this amount. 11-6-2019
        - 2” Connection - $3,500+ any time and materials over this amount.

- SEWER – Chapter 51
    - Account Deposit - $75.00 Deposit is waived if a reference letter is received from the last water/sewer utility is received and sign up for ACH payment *11-6-2019*
    - Sewer Rate - $45.00 per Equivalent Dwelling Unit *11-6-2019*
    - Sewer Reserve - $1.00 per Equivalent Dwelling Unit
    - Sewer Connection to City System - $700+ any time and materials over this amount. (Sewer is only inside of City Limits) *11-6-2019*

- GARBAGE & REFUSE – Chapter 52 – TRANSFER STATION
    - Cubic Yard - $6.00. *06-07-2017*

- Cubic Yard for Unsecured Loan - $12.00 *06-07-2017*
- Appliances with Freon (Freezers/Refrigerator) - $10.00 *06-01-2015*
- Grocery Bag - $0.50 *06-07-2017*
- White Tall Kitchen Garbage Bag - $1.00 *06-07-2017*
- 30-Gallon Garbage Can - $2.50 *06-07-2017*
- Black Garbage Bag - $2.00
- Unscheduled Use of Transfer Station, Including Burn Pile - $20 plus cost of garbage.
- Unallowable Dumping in Burn Pile - $100.00

TITLE IX – GENERAL REGULATIONS

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

TITLE IX – BUSINESS REGULATIONS

- Peddlers & Solicitors – Chapter 110
  - Solicitor License *7-1-2008*
    - Week License - $25
    - Month License - $50
    - Year License - $200
- Entertainment – Chapter 111
  - Social Gaming License - $100
- ROW fee – 4% of Gross Revenues or $1.50 per linear foot
- **Dark Fiber Lease - $500 a pair per month**

TITLE XV – LAND USE

- Plot Plan Review/Building Codes Sign Off Filing Fee - $50
- Annexation of Additional Land by the City Filing Fee - $350 (7-6-2022)
- Comprehensive Plan Amendment Filing Fee - **$**350 (7-6-2022)
- Zone Map Change Filing Fee - $350 (7-6-2022)
- Conditional Use Permit Filing Fee - $350 (7-6-2022).
- Minor Partition Filing Fee - $350 (7-6-2022).
- Street Vacation Filing Fee - $350 (7-6-2022)
- Subdivision Filing Fee - $350 (7-6-2022).
- Historical District User Filing Fee if Hearing Required -$350 (7-6-2022)

- Historical District User Filing Fee – Administrative Decision - $50 $100 (7-6-2022)
- Variance Request Filing Fee - $350 (7-6-2022)
- Energy Facilities Filing Fee - $350 (7-6-2022).
- General Land Use Applications and Permits Filing Fee -$350 (7-6-2022)
- Appeals to the City Councilor or Planning Commission Filing Fee - $350 (7-6-2022)
- Preparation of transcripts; actual costs not to exceed - $1,000 (7-6-2022)
    - If appellant prevails at a hearing or an appeal, the transcript fee shall be refunded. ORS 227.180.

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

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

MISCELLANEOUS FEES

- **Swimming Pool**
    - Season Pass Family - $60.
    - Season Pass Individual - $30
    - Daily Pass - ~~$3~~ **$2 (7-6-1022)**
    - Lessons Public– 2 weeks - $40
    - Lessons – Private – 1 week - $50
    - Classes – Water Exercise with Season Pass - $30
    - Classes – Water Exercise without Season Pass - $50

- Equipment Rental – All Equipment must be rented with City Staff as Operator. Hourly rates without Operator are for Grant Purposes only
    - Chevrolet One Ton - $27.50 per Hr/$75 per Hr with Operator
    - Chevrolet Pickup - $27.50 per Hr/$75 per Hr with Operator
    - Backhoe - $65 per Hr/ $120 per Hr with Operator
    - Dump Truck 5 Yard - $55 per Hr/$100 per Hr with Operator
    - Dump Truck 10 Yard - $82.50 per Hr/$125 per Hr with Operator
    - Mini Excavator - $55 per Hr/ $100 per Hr with Operator
    - Sewer Jet - $150 per Hr with Operators + Travel costs incurred
    - Excavator - $160 per Hr/ $220 per Hr with Operators
    - Excavator with Hammer - $200 per Hr/$250 per Hr with Operators
    - Plate Compactor - $82.50 per Day
    - Cut Off Saw - $85 per Day – No Staff Required
    - Walk Behind Cut Off Saw - $125 per Day or $65 ½ Day – No Staff Required
    - Locator - $100 per Day – No Staff Required
    - Metal Detector - $55 per Day – No Staff Required

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

- Other/Miscellaneous
    - Photocopies - $0.25 per page
    - Liquor License Recommendations/Approvals - $10
    - Insufficient Fund Charge - $25
    - Memorial Hall Rent with/without Kitchen - $100 per day
    - Lien Charge – City Lien on Private Property - $150 when Recorded and $150 fee for removal of Lien
    - Abatement Costs – Time & Material to Abate with a $150 Minimum – Property Nuisance or Court Order
    - Dog License – Spay or Neutered $5; if not $10
    - Redeem Impounded Dog – Cost at Local Shelter
    - Staff Time – Secretarial or Clerical - $$20 per Hr
    - Staff Time – Professional or Technical - $50 per Hr
    - Tables, Stage & Chairs - $50 deposit on separate check (No charge if used in City Facilities) (November 2021)
        - Chairs - $2 per chair
        - Table - $12 for 60' Round
        - Table - $10 per Rectangle 6-8 feet
        - Stage - $100 (minimum) for first day $50 each additional Day
        - Trailer - $50 fee & $100 Minimum Rental Fee
    - City Hall – Room Rental
        - Office - $3/hr with $10 Minimum -$20/day or $50/ week
        - Conference Room - $50/day

Passed and adopted this 6th day of July 2022 with Councilors voting as follows:

Ayes __________ Nays ___________ Absentions _____________ Absent ____________

____ ________________________

Mayor Jim Hassing Date

ATTEST:

____ ________________________

Kathryn Greiner, City Administrator Date

Where accuracy meets integrity
CERTIFIED PUBLIC ACCOUNTANTS

December 1, 2022

Kathryn Greiner, City Administrator
City of Condon
PO Box 445
Condon, OR 97107

Dear Kathryn:

Enclosed is a contract extension for audit services for the years ending June 30, 2023, 2024, and 2025. The proposed contract amount for the aforementioned fiscal years is $19,500 per year. As with prior contracts, we do not charge the City for audit related inquiries and assistance during the year.

We value our relationship with the City and thank you for your continued business. We understand that no one likes price increases, but they are a fact of life. Accuity takes fee increases very seriously, and only after a lot of reflection and analysis. We commonly hold fees steady for three years because we understand the perception of increase as it relates to being arbitrary. In other words, we believe a fee increase is only warranted because of changes in economic conditions.

For example, the current annual inflation rate for the United States is approximately 7.7% for the 12 months ended October 2022. In addition, average salaries and wages in Oregon have increased approximately 27% since 2020 and the cost of our software, which is essential to providing our services to clients, has increased over 26% from last year alone.

If you have any questions regarding the contract extension, please do not hesitate to contact me. Please have the Mayor sign and date the contract as indicated. Retain one copy for your files and return the original copy to our office.

We look forward to working with you again.

Very truly yours,

Accuity, LLC

Glen O. Kearns
Certified Public Accountant

Enclosure

436 1st Avenue W • PO Box 1072 • Albany, Oregon 97321
(541) 223-5555 • www.accuitycpas.com • Fax (541) 730-4420

AUDIT CONTRACT

THIS CONTRACT, made this 1st day of December 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and CITY OF CONDON, Condon, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of CITY OF CONDON, Condon, Oregon for the fiscal years ending June 30, 2023, 2024, and 2025, in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of CITY OF CONDON, Condon, Oregon, and to determine if CITY OF CONDON has complied substantially with appropriate legal provisions.

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

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

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

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

It is understood that this contract is renewable annually for years ending June 30, 2026 and thereafter at the option of the City Council with the fee to be set by mutual agreement.

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

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF CONDON, Condon, Oregon, hereby agrees to pay ACCUITY, LLC the sum of $19,500 per year for the years ending June 30, 2023, 2024, and 2025. CITY OF CONDON hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

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

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

ACCUITY, LLC

GOK ______________________________ December 1, 2022

GLEN O. KEARNS, CPA DATE

CITY OF CONDON

______________________________ ______________

JIM HASSING, MAYOR DATE

CITY of CONDON

128 S Main St.
PO Box 445
Condon, OR 97823-0445
P: 541-384-2711
F: 541-384-2700

CITY OF CONDON
2023-24 BUDGET CALENDAR

Appoint Budget Officer	January 4, 2023
Appoint Budget Committee Members	January 4, 2023
Adopt Budget Calendar	January 4, 2023
Publish 1st Notice of Budget Committee Meeting	March 3, 2023
Publish 2nd Notice of Budget Committee Meeting	April 6, 2023
Budget Committee Meeting	April 17,2023
2nd Budget Committee Meeting (If Necessary)	April 24, 2023
Publish Notice of Budget Hearing	May 25, 2023
Budget Hearing	June 7, 2023
Enact Resolutions to: Adopt Budget Make Appropriations Impose and Categorize Taxes	June 7, 2023
Submit Tax Certification Documents to Assessor	July 14, 2023

CITY of CONDON

128 S Main St.
PO Box 445
Condon, OR 97823-0445
P: 541-384-2711
F: 541-384-2700

2023 CONDON CITY CALENDAR PLANNER

Council Meetings – First Wednesday of the month, 7 p.m.

January 4	May 3	September 6
February 1	June 7	October 4
March 1	July 5	November 1
April 5	August 2	December 6

Planning Commission Meetings – Third Tuesday of the month as needed, 5:30 p.m.

January 17	May 16	September 19
February 21	June 20	October 17
March 21	July 18	November 21
April 18	August 15	December 19

Election Information

No Election Scheduled for 2023

Holidays – City Hall Closed

New Year's Day – January 2
Martin Luther King Day – January 16
President's Day – February 20
Memorial Day – May 29
Independence Day – July 4
Labor Day – September 4
Veteran's Day – November 13
Thanksgiving Holiday – November 23-24
Christmas Day – December 25

City of Condon
2021 Committee Members

Public Safety

- **Mayor Jim Hassing, Councilors Jan Stinchfield & Tom Fatland**

Housing

- **Mayor Jim Hassing, Councilors Michael Cronk & Jeremy Kirby**

Park & Recreation

- **Mayor Jim Hassing, Councilors Dawn Parm & Tom Fatland**

Public Works

- **Mayor Jim Hassing, Councilors Michael Cronk & Donald Jamieson**

Finance

- **Mayor Jim Hassing, Councilors Jeremy Kirby & Dawn Parm**

Fiber

- **Mayor Jim Hassing, Councilors Jan Stinchfield & Donald Jamieson, Gilliam County Judge Elizabeth Farrar Campbell, Rita Rattray**

As I sit here looking back on 2022 for the city of Condon, the first thing that comes to mind is the Condon pool got an update to the boiler. Thank you, J & M, for doing the work! The kids will enjoy it this summer.

Crestline finished the infrastructure for the fairway housing.

The big project that happened in Condon was the new ADA ramps on Main St. The project was strictly ODOT, not the city. I want to thank the people of Condon for their patience while this was being done.

PCDC is discussing building a 16-unit apartment complex at the fairway housing. As of this writing there is still nothing written in stone.

As the year comes to a close, the old Condon grade school is in the process of being transferred to the Port of Arlington.

There are two people that will not be with us next year. One is Chuck Wise. I want to take this time to thank Chuck for his work at the transfer station. Keeping everybody in line on where what waste goes where and braving the elements. Thanks, Chuck!

The second is Mike Cronk. He has served as a city councilor for 4 years. He has been a great contributor to the running of the city. Thanks, Mike!

At this time, I would like to thank the councilors for what they do all year at meetings in keeping the city running smooth. Doing what they feel is the right thing the city needs and desires.

The administration for keeping the people happy, listening to their complaints, keeping the city updates on what is going on through the website.

The public works for keeping the water and sewer flowing. Plus, all the other things that they do, keeping the park looking good, the golf course and fairway greens looking their best.

The planning commission for keeping our zones current and looing out for the best interest of Condon.

The budget committee for looking out for the city's money and coming up with a budget every year that the city does follow.

The grade school committee for coming up with ideas on how to use the building.

The sheriff and his deputies for keeping Condon safe.

To the citizens of Condon, a big thank you for going the extra mile in keeping your neighborhoods looing clean and kept up, making Condon a beautiful place.

2022 MSRS

December

	County	Arlington	Condon
Alarm	2	1	0
Medical	7	4	1
Assist Fire Dept.	1	0	0
Animal Problem	8	4	2
Assist Person	43	12	1
Assist Officer	8	1	0
Assist Outside Agency	3	1	0
Civil Matter	0	0	0
Disturbance	3	2	0
Juvenile	0	0	0
Suspicious Circumstances	11	7	1
Traffic Problem	18	2	0
Lost or Found Property	0	0	0
Traffic Stop (No Citation)	98	11	0
Civil Service	0	0	0
Ordinance Violations	1	1	0
K9 Deployment	0	0	0
Security Check	21	4	1
Training	7	1	0
Court/Court Security/Transport	1	0	0
All Other	8	5	2

TOTAL	240
Arlington City Limits	56
Condon City Limits	8

TRAFFIC CITATIONS

I-84	75
Hwy. 19	13
Condon	0
Arlington	12
Hwy. 206	0
Hwy. 74	3
All Other County Roads	0
TOTAL	103

INCIDENT REPORTS

County Total	26
City of Arlington	6
City of Condon	0