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, February 1, 2023, 7:00 PM

1. **ZOOM LINK**

    1.1. https://us02web.zoom.us/j/89844866855?pwd=UkQvT0h0c1ZISk5ZbjR4SjdnamxpZz09

    Meeting ID: 898 4486 6855
    Passcode: 020862
    One tap mobile
    +12532158782,,89844866855# US (Tacoma)
    +13462487799,,89844866855# US (Houston)

2. **CALL REGULAR MEETING TO ORDER**
3. **ROLL CALL**
4. **ADDITIONS TO AGENDA**
5. **PUBLIC COMMENT**

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

6. **PROCLAMATION OF FEBRUARY AS NOBEL LAUREATE MONTH FOR LINUS PAULING AND WILLIAM PARRY MURPHY**
7. **CONSENT AGENDA**

    7.1. **Review & Approve the January 4, 2023 Regular Condon City Council Meeting Minutes**

    7.2. **Review the January 2023 Accounts Payable & VISA Statments**

8. **OLD BUSINESS**

    8.1. **Condon Grade School Facility Update**

    8.2. **Fairway Housing Update**

9. **NEW BUSINESS**

    9.1. **Oregon (ODOT) Public Works Emergency Response Cooperative Assistance Agreement**

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**

    11.1. **City Council Retreat Wednesday, February 8, 2023, 5:30 p.m. at Condon City Hall**

    11.2. **2023 Council Committee Assignments**

12. **NEXT REGULAR MEETING DATE**

CITY of CONDON

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12.1. Next regular Condon City Council meeting is Wednesday, March 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 January 25, 2023

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, 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

Councilor Donald Jamiseon issued the oath of office to Mayor Jim Hassing.

Mayor Jim Hassing administered the oath of office to Councilors Dawn Parm and Dustan Hall.

4. ROLL CALL

Present: Mayor Jim Hassing; Councilors Donald Jameison, Dawn Parm, Jeremy Kirby, Dustan Hall and Tom Fatland (zoom); Staff - Public Works Superintendent Gibb Wilkins, City Administrator Kathryn Greiner and Gilliam County Sheriff Gary Bettencourt.

Absent: Councilor Jan Stinchfield

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.

No public comment.

7. CONSENT AGENDA

7.1. Review & Approve the December 7 2022 Regular Council Meeting Minutes

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A motion was made by Councilor Parm to approve the December 7, 2022 regular Condon City Council meeting minutes. The motion was seconded by Councilor Kirby and approved unanimously.

7.2. Review the December 2022 Accounts Payable & VISA Statements

Councilor Jamieson inquired about the electric bill for the Condon Grade School Building. PW Wilkins said that they are planning on researching how to shut down most of the building and CA Greiner will inquire of CBEC if there is an additional charge for the building for the larger amount charged.

8. OLD BUSINESS

8.1. Condon Grade School Building Update

CA Greiner reported that the Port of Arlington's non-profit subsidiary Environmental Sentry Corporation (ESC) has approved to have a Phase I ESA to be completed by Maul, Foster Alongi. This needs to be completed prior to the transfer of property for the abatement. Port of Arlington /ESC applied for a Gilliam County capital grant and was awarded approximately $500,000 toward the abatement and rehabilitation project. The boiler is inoperable, therefore any activities in the playshed will have to work with no heat. The school district and the pickleball group were notified of the no-heat issue. Jed Crowther, Port of Arlington Executive Director commented that they were moving forward and, was glad to work with the City of Condon on this project.

9. NEW BUSINESS

9.1. Discuss Amy Coy Extension of Baseball Field Development Agreement

Amy Coy, developer and owner of the baseball field housing project, submitted a letter asking for an extension of the first construction period from 24 to 36 months, then an additional 3 year extension to have homes built on these lots. Coy owns six lots that have deed restrictions from the City of Condon so that homes must be built on these lots within two years or the property reverts back to the city. The current deed restriction allows for three one-year extensions. The request would allow a six-year period for the purchase and have a home built on these lots. Coy explained that due to economic conditions and some concerns of potential buyers to get the extensions, she is asking for the original base build to be different. She stated that one lot has been sold, she is building a spec house on other lot and has a potential buyer for two other lots. The buyers are able to use the Pioneer CDC housing program for the construction of these homes. Councilor Jamieson asked if this is going to open up another three-year extension next year. Coy responded that she thinks with the current extension she does not anticipate the need for more extensions. would need to approve the base extension request, then she would work with city attorney Wyatt Baum to make the deed restriction change.

A motion was made by Councilor Jamieson to extend the original deed restriction from 24 months to 36 months with three one-year extensions. The motion was seconded by Councilor Parm and approved unanimously.

9.2. Review & Approve E-Cycle Contract Universal Recycling Technologies (URT)

The council received a contract from Universal Recycling Technologies for the e-cycle materials at the Condon transfer station. CA Greiner explained that the city contracted with this company several years ago and that city attorney Wyatt Baum has reviewed and approved the contract with changes.

A motion was made by Councilor Jamieson to approve the e-cycle contract with Universal Recycling Technologies. The motion was seconded by Councilor Parm and approved unanimously.

9.3. Review & Approve Dark Fiber Lease with LSN

The council received the dark fiber lease between the City of Condon and Light Speed Networks (LSN) for one pair that the city leases from Arlington to Condon. Attorney Baum reviewed the agreement with LSN counsel and put in the fee of $500. Councilor Jamieson asked if there was a time to renegotiate the fee and CA Greiner said that she could check into it. With this agreement, the fee resolution would also need to be updated to reflect the $500 a pair fee that was agreed upon with the now defunct Fiber Council.

A motion was made by Councilor Jamieson to approve the fiber contract with LSN. The motion was seconded by Councilor Kirby and approved unanimously.

9.4. Review & Approve Resolution 2023-03 General Fee Resolution - Addition of Dark Fiber Rate

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A motion was made by Councilor Parm to approve Resolution 2023-03 - the General Fee Resolution of the City of Condon. The motion was seconded by Councilor Hall and approved unanimously.

9.5. Review & Approve the 2023-2025 Audit Contract with Accuity LLC

CA Greiner stated that the contract with Accuity LLC to complete the city's audit expired with the 2021-22 audit. The fee was approximately $17,500 and the raise is to $19,500 for three years. This is comparable to other audits that have been awarded to other cities in our region.

A motion was made by Councilor Fatland to approve the 2023-25 Accuity LLC audit contract. The motion was seconded by Councilor Kirby and approved unanimously.

9.6. Review & Approve the 2023-24 Budget Calendar

A motion was made by Councilor Fatland to approve the 2023-24 City of Condon Budget Calendar and the 2023 City Calendar. The motion was seconded by Councilor Jamieson and approved unanimously.

9.7. Review & Approve the 2023 Condon City Calendar

Motion was made with budget calendar.

9.8. Appoint Budget Officer - Kathryn Greiner

Mayor Hassing appointed CA Greiner as the budget officer.

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

Mayor Hassing appointed Dan Schott, Stephanie Carter and Tara McIntosh for a two-year term on the city's budget committee.

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

Mayor Hassing appointed Vernon Grey and Rachel Weinstein to the city's planning commission.

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

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

Mayor Hassing designated the Bank of Eastern Oregon and Oregon State Local Government Investment Pool as the city's depositories.

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

Mayor Hassing designated Dave Wildman, PE of Anderson, Perry & Associates as the city's engineer of record.

9.14. Appoint the Integrator of Record - The Automation Group

Mayor Hassing apponted The Automation Group as the city's integrator of record.

9.15. ** Appoint Councilors to City Committees

Mayor Hassing appointed newly sworn Councilor Hall to replace former Councilor Mike Cronk on the Public Works and Housing committees. All committees remained the same as 2021.

9.16. ** Mayor Hassing's 2022 Annual Report

Mayor Hassing submitted his 2022 year-end report for the council to read.

10. STAFF REPORTS

10.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins stated that 3.1 million gallons in December, which is above average, was due to a sensor malfunction of the reservoir that lost approximately 500,000 gallons and several other leaks due to other broken pipes due to the cold snap. The city was successful in obtaining a capital investment grant for new meters with leak detection. PW Wilkins asked if the council wanted to discuss options of the meters or to discuss at the retreat next month. Councilor Jamieson asked that it come to the

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retreat with a presentation of the differences in costs and features. Public Works staff have been working on water breaks, culvert cleaning and equipment maintenance since December. The new golf course tractor has been delivered and is also multi-use with a snow blower. It was discussed that the old tractor would be put on a surplus list that will come to the council retreat in February. PW Wilkins said that the reason there are temporary signs on the street corners is that the subcontractor of the ADA project that is responsible for signage is two months behind and will get to them this spring. A short discussion was held regarding speed limits on city streets.

10.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt said that they have had four vehicles in the same block in Condon broken into over the last few weeks. He said that small items were taken from the vehicles. He also noted that dispatch had a power outage and a switch malfunctioned that caused the 911 calls to be sent to Crook County. They are working to dispatch back up to full personnel and he noted that several of his deputies are graduating from the police academy and he will be fully staffed in his office.

10.3. Administration - City Administrator Kathryn Greiner

CA Greiner noted that she will be at a CIS board retreat next Wednesday through Friday; that Gilliam County is holding a housing work session Wednesday, January 18, 9 a.m. in Arlington; that the Planning Commission is holding a hearing January 17 for the historical review application of The Times-Journal and asked about council retreat dates. It was determined to hold the retreat on Wednesday, February 8, 5:30 p.m. at City Hall.

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

Mayor Hassing adjourned the meeting at 7:48 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	4994	TECH SUPPORT SVCS	01/03/2023	960.00	.00	
	Total ACCTECH - A SYSTEMS INTEGRATOR:				960.00	.00	
ACCUITY, LLC							
759	ACCUITY, LLC	9281	Audit	12/15/2022	1,834.00	.00	
759	ACCUITY, LLC	9281	AUDIT SEWER	12/15/2022	1,833.00	.00	
759	ACCUITY, LLC	9281	AUDIT WATER	12/15/2022	1,833.00	.00	
	Total ACCUITY, LLC:				5,500.00	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	74105 TRIMBL	TRIMBLE & PENNOYER ST IMP	12/30/2022	2,375.00	.00	
	Total ANDERSON, PERRY, & ASSOC.:				2,375.00	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	DEC 2022	Admin Janitorial	12/31/2022	372.86	.00	
	Total ARAMARK UNIFORM SERVICES:				372.86	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X12	PHONE	12/06/2022	18.46	.00	
599	AT&T MOBILITY	872564008X12	PW Cell Phone	12/06/2022	18.46	.00	
	Total AT&T MOBILITY:				36.92	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	31486	Admin Legal	12/22/2022	382.50	.00	
	Total BAUM SMITH LLC:				382.50	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1054074	GOLF TIRE	12/14/2022	22.50	.00	
859	BENNETT'S POINT S TIRE & AU	1054109	GAS	12/16/2022	54.00	.00	
859	BENNETT'S POINT S TIRE & AU	1054314	FLAT REPAIR	01/09/2023	20.00	.00	
859	BENNETT'S POINT S TIRE & AU	1054314	FLAT REPAIR	01/09/2023	20.00	.00	
	Total BENNETT'S POINT S TIRE & AUTO:				116.50	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	A-125322	Park Restroom	12/28/2022	157.00	.00	
	Total BISHOP SANITATION:				157.00	.00	
BOBCAT OF CENTRAL OREGON							
621	BOBCAT OF CENTRAL OREGO	72472	Bobcat Supplies	12/31/2022	378.96	.00	
	Total BOBCAT OF CENTRAL OREGON:				378.96	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	86780	Copier Charge	12/29/2022	8.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total BOHN'S PRINTING:				8.86	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X052761	Biochemical Oxygen	12/08/2022	106.00	.00	
151	BOX R WATER ANALYSIS LAB	X052784	E coli Coliform Testing	12/08/2022	76.50	.00	
	Total BOX R WATER ANALYSIS LAB:				182.50	.00	
CIVICPLUS							
880	CIVICPLUS	250604	Councilor Paperless Packet progr	01/10/2023	1,389.15	.00	
880	CIVICPLUS	250604	Councilor Paperless Packet progr	01/10/2023	1,389.15	.00	
880	CIVICPLUS	250604	Councilor Paperless Packet progr	01/10/2023	1,389.15	.00	
	Total CIVICPLUS:				4,167.45	.00	
CLARK EQUIPMENT CO DBA BOBCAT COMPANY							
1580	CLARK EQUIPMENT CO DBA B	2982690	GOLF TRACTOR	09/26/2022	16,554.20	.00	
1580	CLARK EQUIPMENT CO DBA B	2982704	GOLF TRACTOR	09/26/2022	3,500.80	.00	
1580	CLARK EQUIPMENT CO DBA B	3078835	GOLF TRACTOR	11/30/2022	8,780.51	.00	
	Total CLARK EQUIPMENT CO DBA BOBCAT COMPANY:				28,835.51	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	DEC 2022	City HALL	12/22/2022	372.36	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	PARK	12/22/2022	71.87	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Memorial Hall	12/22/2022	86.21	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Golf Course	12/22/2022	32.84	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Sewer Plant w pivot	12/22/2022	326.64	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Disposal	12/22/2022	666.16	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	City Farm	12/22/2022	1,119.82	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Street Lights	12/22/2022	1,454.75	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	City Farm	12/22/2022	36.56	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Pool	12/22/2022	48.44	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	Library	12/22/2022	319.09	.00	
169	COLUMBIA BASIN ELECTRIC	DEC 2022	GRADE SCHOOL	12/22/2022	526.94	.00	
	Total COLUMBIA BASIN ELECTRIC:				5,061.68	.00	
COLUMBIA BASIN RODEO CLUB							
170	COLUMBIA BASIN RODEO CLU	DEC 2022	Donation/HS Rodeo	12/31/2022	75.00	.00	
	Total COLUMBIA BASIN RODEO CLUB:				75.00	.00	
CONDON LOCAL							
1566	CONDON LOCAL	#DEC_2022_0	WORK LUNCH	01/01/2023	23.79	.00	
	Total CONDON LOCAL:				23.79	.00	
COY, MATTHEW							
1579	COY, MATTHEW	DEC 2022	W/S DEPOSIT REFUND 409 N LI	01/12/2023	89.65	.00	
	Total COY, MATTHEW:				89.65	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	DEC 2022	Water Fuel	12/31/2022	1,205.12	.00	
224	DEVIN OIL COMPANY	DEC 2022	Sewer Fuel	12/31/2022	1,205.11	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total DEVIN OIL COMPANY:				2,410.23	.00	
DOG WASTE DEPOT							
996	DOG WASTE DEPOT	525307	Dog Waste Bags	01/10/2023	241.90	.00	
	Total DOG WASTE DEPOT:				241.90	.00	
GILLIAM COUNTY ROAD DEPT.							
275	GILLIAM COUNTY ROAD DEPT.	110232189	3/4 MINUS ROCK	01/10/2023	2,400.00	.00	
	Total GILLIAM COUNTY ROAD DEPT.:				2,400.00	.00	
GILLIAM COUNTY SHERIFF							
276	GILLIAM COUNTY SHERIFF	DEC 2022	6 months Police Contract	01/04/2023	10,500.00	.00	
	Total GILLIAM COUNTY SHERIFF:				10,500.00	.00	
HARDIE, GARY							
1541	HARDIE, GARY	781708	40.7 TONS AT $55 PER TON	12/31/2022	2,238.50	.00	
1541	HARDIE, GARY	781708	1140 BALES AT $1 PER BALE	12/31/2022	1,140.00	.00	
	Total HARDIE, GARY:				3,378.50	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	DEC 2022	Administration	01/01/2023	196.67	.00	
766	HOME TELEPHONE COMPANY	DEC 2022	Sewer	01/01/2023	164.99	.00	
766	HOME TELEPHONE COMPANY	DEC 2022	Water	01/01/2023	45.25	.00	
	Total HOME TELEPHONE COMPANY:				406.91	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	DEC 2022	MRC Fiber Project	01/01/2023	2,000.00	.00	
	Total INLAND DEVELOPMENT CORPORATION:				2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	DECEMBER 2	CITY HALL FURNACE REPAIR	01/06/2023	246.05	.00	
	Total JAMIESON & MARSHALL:				246.05	.00	
JOHN DEERE FINANCIAL							
248	JOHN DEERE FINANCIAL	DECEMBER 2	RDO GOLF MOWER	01/01/2023	1,115.84	.00	
248	JOHN DEERE FINANCIAL	DECEMBER 2	RDO GATOR	01/01/2023	1,326.12	.00	
248	JOHN DEERE FINANCIAL	DECEMBER 2	Park Repair & Maintenance	01/01/2023	258.89	.00	
	Total JOHN DEERE FINANCIAL:				2,700.85	.00	
KIE SUPPLY - HERMISTON							
352	KIE SUPPLY - HERMISTON	2075230	Golf Repairs	01/11/2023	218.35	.00	
352	KIE SUPPLY - HERMISTON	2075230	Water Supplies	01/11/2023	41.77	.00	
352	KIE SUPPLY - HERMISTON	2075230	SEWER SUPPLIES	01/11/2023	41.78	.00	
	Total KIE SUPPLY - HERMISTON:				301.90	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	DEC 2022	DEICER	12/31/2022	3.15	.00	
371	M & A AUTO PARTS	DEC 2022	DEICER	12/31/2022	3.14	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
371	M & A AUTO PARTS	DEC 2022	SCREWDRIVER	12/31/2022	5.25	.00	
371	M & A AUTO PARTS	DEC 2022	SCREWDRIVER	12/31/2022	5.24	.00	
371	M & A AUTO PARTS	DEC 2022	KEYS FOR MEMORIAL HALL	12/31/2022	4.50	.00	
371	M & A AUTO PARTS	DEC 2022	ANTIFREEZE	12/31/2022	20.48	.00	
371	M & A AUTO PARTS	DEC 2022	ANTIFREEZE	12/31/2022	20.49	.00	
371	M & A AUTO PARTS	DEC 2022	TOOLS	12/31/2022	16.99	.00	
371	M & A AUTO PARTS	DEC 2022	TOOLS	12/31/2022	16.99	.00	
371	M & A AUTO PARTS	DEC 2022	FUSES	12/31/2022	10.34	.00	
371	M & A AUTO PARTS	DEC 2022	FUSES	12/31/2022	10.33	.00	
371	M & A AUTO PARTS	DEC 2022	FUSE	12/31/2022	3.45	.00	
371	M & A AUTO PARTS	DEC 2022	ANTIFREEZE/DEICER	12/31/2022	7.64	.00	
371	M & A AUTO PARTS	DEC 2022	ANTIFREEZE/DEICER	12/31/2022	7.64	.00	
371	M & A AUTO PARTS	DEC 2022	BUNGEE	12/31/2022	20.00	.00	
371	M & A AUTO PARTS	DEC 2022	4TH QTR DEMURRAGE	12/31/2022	37.50	.00	
371	M & A AUTO PARTS	DEC 2022	HEADGEAR/PARTS	12/31/2022	14.49	.00	
371	M & A AUTO PARTS	DEC 2022	HEADGEAR/PARTS	12/31/2022	14.49	.00	
371	M & A AUTO PARTS	DEC 2022	PARTS	12/31/2022	.70	.00	
	Total M & A AUTO PARTS:				222.81	.00	
MURRAY'S CONDON PHARMACY							
394	MURRAY'S CONDON PHARMAC	DEC 2022	WISE AND CRONK RETIREMEN	12/25/2022	15.14	.00	
	Total MURRAY'S CONDON PHARMACY:				15.14	.00	
OREGON ASSOC. OF WATER UTILITY							
413	OREGON ASSOC. OF WATER U	34291	2023 MEMBERSHIP DUES	01/01/2023	137.67	.00	
413	OREGON ASSOC. OF WATER U	34291	2023 MEMBERSHIP DUES	01/01/2023	137.68	.00	
	Total OREGON ASSOC. OF WATER UTILITY:				275.35	.00	
OREGON MAYOR'S ASSOC.							
431	OREGON MAYOR'S ASSOC.	DEC 2022	2023 DUES	12/31/2022	71.00	.00	
	Total OREGON MAYOR'S ASSOC.:				71.00	.00	
PETERSON							
1522	PETERSON	PC550160803	SEWER	12/31/2022	123.23	.00	
1522	PETERSON	PC550160803	WATER	12/31/2022	123.23	.00	
	Total PETERSON:				246.46	.00	
THE AUTOMATION GROUP							
1501	THE AUTOMATION GROUP	J000639	CONDON SCADA PHASE 1	12/22/2022	20,170.40	.00	
	Total THE AUTOMATION GROUP:				20,170.40	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	DEC 2022	CONFERENCE ROOM SUPPLIE	12/26/2022	39.34	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2022	CONFERENCE ROOM SUPPLIE	12/26/2022	28.30	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2022	SHOP SUPPLIES	12/26/2022	12.79	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2022	SHOP SUPPLIES	12/26/2022	12.79	.00	
548	TWO BOYS MEAT & GROCERY	DEC 2022	CHRISTMAS DINNER	12/26/2022	1,054.44	.00	
	Total TWO BOYS MEAT & GROCERY:				1,147.66	.00	
VISA							
559	VISA	DEC 2022-588	CHRISTMAS PARTY ITEMS	12/22/2022	106.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	DEC 2022-588	CHRISTMAS PARTY ITEMS	12/22/2022	21.49	.00	
559	VISA	DEC 2022-588	CHRISTMAS DINNER	12/22/2022	24.92	.00	
559	VISA	DEC 2022-588	CHRISTMAS DINNER	12/22/2022	71.59	.00	
559	VISA	DEC 2022-588	CHRISTMAS DINNER	12/22/2022	39.00	.00	
559	VISA	DEC 2022-857	SOLAR LIGHTS	12/22/2022	19.98	.00	
559	VISA	DEC 2022-857	CLOCK	12/22/2022	39.95	.00	
559	VISA	DEC 2022-857	SANTA SUIT	12/22/2022	32.39	.00	
559	VISA	DEC 2022-857	MONTHLY EMAIL SVCS	12/22/2022	37.50	.00	
559	VISA	DEC 2022-857	MONTHLY EMAIL	12/22/2022	80.00	.00	
559	VISA	DEC 2022-857	CHRISTMAS LIGHTS	12/22/2022	21.99	.00	
559	VISA	DEC 2022-857	BULBS	12/22/2022	64.61	.00	
559	VISA	DEC 2022-857	BULBS	12/22/2022	64.61	.00	
559	VISA	DEC 2022-857	CHRISTMAS DECORATIONS	12/22/2022	93.02	.00	
559	VISA	DEC 2022-857	FLAGPOLE PARTS	12/22/2022	58.98	.00	
559	VISA	DEC 2022-857	STAMPS	12/22/2022	24.00	.00	
559	VISA	DEC 2022-857	WORK LUNCH	12/22/2022	10.99	.00	
559	VISA	DEC 2022-857	CHRISTMAS DINNER	12/22/2022	61.49	.00	
559	VISA	DEC 2022-857	CARDS	12/22/2022	15.37	.00	
559	VISA	DEC 2022-857	WRENCHES	12/22/2022	22.74	.00	
559	VISA	DEC 2022-857	NOTEBOOKS	12/22/2022	13.59	.00	
559	VISA	DEC 2022-857	CANDLES	12/22/2022	79.98	.00	
559	VISA	DEC 2022-857	CLEANING SUPPLIES	12/22/2022	26.59	.00	
559	VISA	DEC 2022-857	COUNCILOR PLATE	12/22/2022	12.98	.00	
559	VISA	DEC 2022-857	TISSUE PAPER	12/22/2022	6.57	.00	
559	VISA	DEC 2022-857	CLEANING SUPPLIES	12/22/2022	23.18	.00	
559	VISA	DEC 2022-857	CLEANING SUPPLIES	12/22/2022	28.88	.00	
559	VISA	DEC 2022-857	WORK TRIP LUNCH	12/22/2022	11.54	.00	
559	VISA	DEC 2022-857	KEY TAGS	12/22/2022	9.95	.00	
559	VISA	DEC 2022-857	MOUSEPAD	12/22/2022	7.99	.00	
	Total VISA:				1,132.79	.00	
	Grand Totals:				96,592.13	.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 1
Account Number: #### #### #### 5886

VISA

1348

RECEIVED
JAN - 4 2023
CITY OF CONDON

Account Summary

Billing Cycle		12/22/22
Days In Billing Cycle		31
Previous Balance		$1,601.42
Purchases	+	263.92
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$1,601.42
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$263.92**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$9,736.00
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	**$263.92**
MINIMUM PAYMENT	**$263.92**
PAYMENT DUE DATE	**01/16/2023**

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
12/15/22	12/15/22	5300	24692162349109528543382	WWW COSTCO COM 800-955-2292 WA	$106.92
12/15/22	12/15/22	5300	24692162349109528568157	WWW COSTCO COM 800-955-2292 WA	$21.49
12/15/22	12/15/22	6010	1 2349121374000100	PAYMENT - THANK YOU	$1,601.42 -

Christmas Party > AGW

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
12/22/22	$263.92	$263.92	01/16/2023

AMOUNT OF PAYMENT ENCLOSED

$ _____ .

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 00026392 00026392 4

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1
Account Number: #### #### #### 5886
Closing Date: 12/22/22
Credit Limit: $10,000.00 Available Credit: $9,736.00

VISA

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
12/16/22	12/18/22	5411	24231682351837001438551	SAFEWAY #1489 THE DALLES OR (Christmas Dinner)	$24.92 (ALEOD)
12/17/22	12/18/22	5499	24231682352796589579252	CHEFSTORE 7544 THE DALLES OR (") (")	$71.59 (ALEOD)
12/17/22	12/19/22	5411	24231682352837001056295	SAFEWAY #1489 THE DALLES OR (") (")	$39.00 (ALEOD)

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	$ 263.92

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 2
Account Number: #### #### #### 8577
Page 1 of 4

VISA

925

RECEIVED JAN - 4 2023 CITY OF CONDON

Account Summary

Billing Cycle		12/22/22
Days In Billing Cycle		31
Previous Balance		$838.00
Purchases	+	868.87
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$838.00
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$868.87**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$6,171.00
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	**$868.87**
MINIMUM PAYMENT	**$868.87**
PAYMENT DUE DATE	**01/16/2023**

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
11/21/22	11/22/22	5942	24692162325103151731552	AMZN Mktp US*HW73I9CB1 Amzn.com/bill WA	$19.98
11/21/22	11/22/22	5942	24692162325103205410989	AMZN Mktp US*HW8NK2320 Amzn.com/bill WA	$39.95
11/22/22	11/23/22	5942	24692162326103982316929	AMZN Mktp US*HW9HT4NA1 Amzn.com/bill WA	$32.39

solar lights A40
Clock W270
Santa Suit A40

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

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

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

Account Number
8577

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
12/22/22	$868.87	$868.87	01/16/2023

AMOUNT OF PAYMENT ENCLOSED
$ _____.__

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

925

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00086887 00086887 2

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
11/22/22	11/23/22	5045	24430992326400818006667	MSFT * E0500L68FW MSBILL.INFO WA monthly online svcs	$37.50	A150
11/22/22	11/23/22	5045	24430992326400818015551	MSFT * E0500L6JES MSBILL.INFO WA monthly e-mail	$80.00	A150
11/25/22	11/27/22	5942	24692162329106074413303	AMZN Mktp US*HW8YA02I0 Amzn.com/bill WA Christmas lights	$21.99	A40
11/25/22	11/27/22	5251	24489932330600159917758	1000BULBS.COM 800-624-4488 TX Bulbs 5540 $64.61	$129.22	W310 $64.61
11/29/22	11/29/22	5942	24692162333108777306770	AMZN Mktp US*HW75I5IL2 Amzn.com/bill WA solar xmas decorations	$93.02	A40
11/30/22	11/30/22	5942	24692162334109492471633	AMZN Mktp US*E97QZ1IK3 Amzn.com/bill WA flagpole parts	$58.98	A40
11/30/22	12/01/22	9402	24137462335001372168833	USPS PO 4017920823 CONDON OR stamps	$24.00	A40
12/01/22	12/04/22	5814	24692162336101631304112	CARLS 650 BOARDMAN OR work trip lunch	$10.99	A140
12/05/22	12/06/22	5942	24692162339101594512161	AMZN Mktp US*HF4NV12N3 Amzn.com/bill WA xmas party	$61.49	A60 C0
12/05/22	12/06/22	5942	24692162339101594985524	Amazon.com*ZP8297HB3 Amzn.com/bill WA cards	$15.37	A10
12/06/22	12/07/22	5085	24755422341733418775265	GRAINGER 877-2022594 IL wrenches	$22.74	A40
12/08/22	12/08/22	5942	24692162342103633156740	AMZN Mktp US*LS2FT23Z3 Amzn.com/bill WA Notebooks	$13.59	A10
12/08/22	12/09/22	5942	24692162342103732945274	AMZN Mktp US*TG0KJ5G83 Amzn.com/bill WA candles	$79.98	A40
12/08/22	12/09/22	5942	24692162342104127075891	AMZN Mktp US*L482Z51K3 Amzn.com/bill WA cleaning supplies	$26.59	A40
12/09/22	12/11/22	5942	24692162343104551005504	AMZN Mktp US*FQ5EB1AH3 Amzn.com/bill WA councilor plate	$12.98	A10
12/13/22	12/14/22	5942	24692162347108259226680	AMZN Mktp US*Q16ED6YQ3 Amzn.com/bill WA tissue paper	$6.57	A10
12/13/22	12/14/22	5942	24431062347083311154071	AMAZON.COM*P95X95EZ3 AMZN AMZN.COM/BILL WA cleaning supplies	$23.18	A40
12/13/22	12/14/22	5942	24431062347083706138085	AMAZON.COM*WD11M1QZ3 AMZN AMZN.COM/BILL WA cleaning supplies	$28.88	A40
12/13/22	12/15/22	5814	24445002348500394232028	ARBYS 6745 TROUTDALE OR work trip lunch	$11.54	A140
12/15/22	12/15/22	6010	1 2349121374000090	PAYMENT - THANK YOU	$838.00 -	
12/19/22	12/20/22	5942	24692162353103615705106	AMZN Mktp US*A108G6XX3 Amzn.com/bill WA key tags	$9.95	A40
12/20/22	12/20/22	5942	24692162354103738318208	AMZN Mktp US*4V4T33713 Amzn.com/bill WA mousepad	$7.99	A10

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	$ 868.87

[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.

Oregon
Kate Brown, Governor

Department of Transportation
Maintenance & Operations Branch
455 Airport Rd. SE, Bldg K
Salem, OR 97301
Phone: (503) 986-7915
Fax: (503) 986-3055

RECEIVED
JAN - 5 2023
CITY OF CONDON

December 30, 2022

Kathryn Greiner
Gilliam County
P.O. Box 445
Condon, OR 97823

Dear Public Works Director:

Your jurisdiction's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement is up for renewal. The agreement is valid for five years from the date you sign it. Your agency's commitment to the agreement has either expired or will expire shortly.

This mutual aid agreement:

- Enables public works agencies to support each other during an emergency.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

Public works agencies in Oregon may sign the agreement or cancel their participation as they wish. The Oregon Department of Transportation (ODOT) maintains the list of all parties to the agreement. Any agency may cancel its participation by giving written notice and submitting it to the addresses listed below.

To renew or cancel your agency's participation in the agreement, email the completed signature page to:
Emergency.Operations@odot.state.or.us

If you would prefer to mail the signature page, please send it to:
ODOT Maintenance and Operations Branch
Emergency Operations, PWA
455 Airport Road, SE Bldg. K
Salem, OR 97301

If you have any questions about the agreement, please call Jessica Gourley, ODOT Statewide Emergency Operations Coordinator, at (503) 569-2906.

Sincerely,

Galen McGill
State Maintenance and Operations Engineer

OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions;

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 401.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support;

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities.

NOW THEREFORE, the parties agree as follows:

1. **Request -** If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. **Response -** Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

   A. Determine whether it has the personnel, equipment, or material available to respond to the request.

   B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.

C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.

D. Provide appropriate access to the available material.

E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. **Incident Commander -** The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. **Documentation -** Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. **Release of Personnel and Equipment -** All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. **Compensation -** It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

   A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.

   B. Compensation for equipment at Responder's established rental rate.

   C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

   D. Without prejudice to a Responder's right to indemnification under Section 7 herein, compensation for damages to equipment occurring during the emergency incident shall by paid by the Requestor, subject to the following limitations:

      1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.

      2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.

      3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. **Indemnification -** This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

   To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. **Workers Compensation Withholdings and Employer Liability -** Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. **Pre-Incident Plans -** The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. **The Agreement -**

    A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. Above, to all others who have entered this Agreement.

    B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the Agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.

    C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:

       1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically

terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.

2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. **Non-exclusive -** This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. **Parties to This Agreement -** Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

12/30/2022

Galen McGill
Statewide Maintenance and Operations Engineer

Date

_____

Agency

_____

County, Oregon

_____

Authorized Representative

_____

Date

Designated Primary Contact:

Office:	Contact:	Phone Number:
_____	_____	_____

Emergency 24 Hour Phone Number: Fax Number:

_____ _____

E-mail address (if available):

_____

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

City of Condon
2023 Committee Members

Public Safety

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

Housing

- **Mayor Jim Hassing, Councilors Dustan Hall & Jeremy Kirby**

Park & Recreation

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

Public Works

- **Mayor Jim Hassing, Councilors Dustan Hall & 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**