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<http://cityofcondon.com/>

AGENDA REGULAR CITY COUNCIL MEETING

WEDNESDAY, SEPTEMBER 6, 2023, 7:00 PM

<https://us02web.zoom.us/j/85328464098>

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. CALL THE MEETING TO ORDER**
- 5. PUBLIC COMMENT**
 - 5.1. The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**
- 6. CONSENT AGENDA**
 - 6.1. Review & Approve August 2, 2023 Regular Condon City Council Meeting Minutes**
 - 6.2. Review Accounts Payable & VISA Statements**
- 7. OLD BUSINESS**
 - 7.1. Alley Vacation Update**
 - 7.2. Update on Short-Term Rental Moratorium**
- 8. NEW BUSINESS**
 - 8.1. Waste Management Update - Leah Shannon**
 - 8.2. First & Second Reading of Ordinance 2024-02 - An Ordinance Enacting a Code of Ordinances For the City of Condon, Revising, Amending, Restating, Codifying and Compiling Certain Existing General Ordinances of The Political Subdivision Dealing with Subjects Embraced in Such Code of Ordinances, and Declaring an Emergency**
 - 8.3. Review & Approve Fairway Housing Subdivision Plan**
 - 8.4. Review & Discuss Public Art Mural Ordinance**
 - 8.5. Discuss Dog Licensing and Vaccination Clinic**
 - 8.6. Review & Renew Condon Community Swimming Pool Lease with Condon School District**
 - 8.7. Review & Renew Condon Community Pool IGA with Gilliam County**
- 9. STAFF REPORTS**
 - 9.1. Public Works – Public Works Superintendent Gibb Wilkins**
 - 9.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt**
 - 9.3. Administration – City Administrator Kathryn Greiner**
- 10. COUNCIL INFORMATION**

10.1. CA Greiner Resignation to Greater Eastern Oregon Development Corporation

10.2. Historic District Educational Letter

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City Council Meeting will be held on Wednesday, October 4, 2023, 7 p.m.

12. ADJOURN REGULAR MEETING

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

Agenda prepared and distributed August 30, 2023



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MINUTES REGULAR CITY COUNCIL MEETING

WEDNESDAY, AUGUST 2, 2023, 7:00 PM

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Present: Mayor Jim Hassing; Councilors Tom Fatland, Donald Jamieson, Jan Stinchfield, Jeremy Kirby and Dustan Hall; staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins and Gilliam County Sheriff Gary Bettencourt.

Absent: Councilor Dawn Parm

3. ADDITIONS TO AGENDA

4. PUBLIC COMMENT

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

None

5. CONSENT AGENDA

5.1. Review & Approve the July 12, 2023 Regular Condon City Council Meeting Minutes

A motion was made by Councilor Stinchfield to approve the regular July 12, 2023 Condon City Council meeting minutes. The motion was seconded by Councilor Hall and approved unanimously.

5.2. Review Accounts Payable for June/July 2023

No questions.

6. OLD BUSINESS

6.1. Review & Discuss Selling City Owned Property

Councilors asked CA Greiner at the July meeting to inquire of the Gilliam County Assessor how the values were determined by their summaries. She spoke with Gilliam County Assessor Chet Wilkins and it is based on the sales value of lots of similar size, but did not take into consideration if the infrastructure is available on the lots and whether the RMV whether in summary, is more accurate than the MAV (assessed value). The summary of the most recent lots sold was presented at the last meeting, showing similar bare lots and if there is infrastructure included with the lots. CA Greiner stated that half street improvement has been completed on another lot where the city completed the work and the landowner paid back the amount over several years on their water bill..

Councilor Jamieson stated that he would like to make an eminent domain claim on the current paved road to the golf course instead of requiring First Street to be developed. It was noted that the current paved street is on private property and not a platted or named street. Discussed offering the property for sale contingent on the golf course road being obtained by the city.

A motion was made by Councilor Jamieson to look into obtaining street by golf course by any means before selling city lot. The motion was seconded by Councilor Fatland and approved unanimously.

6.2. Review & Discuss Alley Vacation

CA Greiner sent information to Barbara Anderson regarding the steps to vacate the alley and the fee that is required to start the process. Anderson responded that she will contact the city after harvest to proceed.

6.3. Appoint Historic Technical Advisory Committee - Mayor Hassing, Councilor Jeremy Kirby, Steve Allen, K'Lynn Lane

Mayor Hassing appointed himself, Councilors Kirby and Hall, Stephen Allen and K'Lynn Lane to the Historic Technical Advisory Committee.

The committee will hold its first meeting Wednesday, August 9, 2023, 5:30 p.m. to discuss murals.

7. NEW BUSINESS**7.1. CIS Insurance Update - Insurance Agent of Record John Anderson, Wheatland Insurance**

John Anderson of Wheatland Insurance and the city's insurance agent of record reported that he has worked with city staff to review the 2023-24 property and liability insurance with CIS and workers' compensation with SAIF. Workers' compensation increased due to larger payroll, but was minimal due to experience modification decreasing. Liability insurance increased 9% and property increased over 20% due to inflation and market conditions for replacement. The difference in premiums was approximately \$3,500 from the prior year.

7.2. Second Reading of Ordinance 2024-01 - An Ordinance Limiting the Total Number of Short-Term Rentals Within the City of Condon and Establishing a Permitting Procedure and Applicable Criteria

A motion was made by Councilor Jamieson to have the second reading of Ordinance 2024-01 - An Ordinance Limiting the Total Number of Short Term Rentals Within the City of Condon and Establishing a Permitting Procedure and Applicable Criteria by Title Only. The motion was seconded by Councilor Stinchfield. Roll call Vote Yea - Jamieson, Stinchfield, Hall, Kirby. Nay None. Absent: Parm. Motion Passed

CA Greiner read the Ordinance 2024-01 by title only.

A motion was made by Councilor Fatland to approve Ordinance 2024-01 - An Ordinance Limiting the Total Number of Short Term Rentals Within the City of Condon and Establishing a Permitting Procedure and Applicable Criteria by Title Only The motion was seconded by Councilor Stinchfield. Roll call Vote Yea - Jamieson, Stinchfield, Hall, Kirby. Nay None. Absent: Parm. Motion Passed

The ordinance will go into effect in 30 days. CA Greiner stated that the vote to rescind the moratorium on short term rentals would be held at the September council meeting and be approved under an emergency which is similar to how it was passed originally.

7.3. Review & Approve OLCC License Renewals

Councilor Fatland asked Sheriff Bettencourt if there were any issues with any of the establishments up for OLCC renewal and was told there are no problems.

A motion was made by Councilor Fatland to approve OLCC licenses for Buckhorn Saloonm Condon Food Mart, Elks Lodge #1869 Condon, Murray's Condon Pharmacy and Two Boys Meat & Grocery. The motion was seconded by Councilor Stinchfield and approved unanimously.

8. STAFF REPORTS**8.1. Public Works – Public Works Superintendent Gibb Wilkins**

PW Wilkins stated that 12.7 million gallons of water were pumped in July, which is approximately 2 million gallons above average. The crew is working on the water line on Spring Street that will extend from Main to East Streets. Paving of Spring and McKinley Streets will be paved on August 17 and pothole repair on August 16. PW Wilkins said that he has been working on streets should unplugging culverts. The crew has fixed a leak in the transmission line from the reservoir to Cottonwood Lane and are scheduled to fix three leaks in the transmission line in Smith's wheat field. He reported that ODOT received bids for the sidewalk project on North Main Street that were \$138,000 over budget. Therefore, ODOT will be negotiating for the work to be completed within budget. The ADA ramp project is in the punchlist phase and the Safe Routes to School draft is completed and an email went to councilors to make public comments. Mayor Hassing asked if the golf course was using city water or being maintained by the wells at the course. PW Wilkins stated that of the 2 million gallons put on the course in July, 138,000 gallons were from the city system.

8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Discussion was held with Sheriff Bettencourt over a resident getting bit by a dog and the ordinance which covers this situation.

8.3. Administration – City Administrator Kathryn Greiner

CA Greiner stated that the fund request attached to the packet from the Condon Food Pantry was approved by the budget committee and will be paid with the accounts payable this week. She stated that the planning commission did not approve the move of the city shop to a second location, therefore the city will go back to the first location which was approved. She noted that it will cost more money, but the city crew will make it work. She asked that the Park & Recreation committee make a plan to meet in September to discuss pool and golf operations and projects.

9. COUNCIL INFORMATION

9.1. Condon Food Pantry Letter Request for Funds

10. NEXT REGULAR MEETING DATE

10.1. The Next Regular Condon City Council Meeting is Wednesday, September 6, 2023, 7 p.m.

11. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 7:39 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	5309	TECH SUPPORT SVCS	08/01/2023	375.00	.00	
Total ACCTECH - A SYSTEMS INTEGRATOR:					375.00	.00	
AMERICAN LEGAL							
109	AMERICAN LEGAL	26954	Code Update	07/31/2023	2,108.58	.00	
Total AMERICAN LEGAL:					2,108.58	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	75484	GENERAL ENGINEERING SERV	07/31/2023	701.25	.00	
112	ANDERSON, PERRY, & ASSOC.	75485	T&P ST TRIMBLE & PENNOYER ST IMP	07/31/2023	2,403.75	.00	
112	ANDERSON, PERRY, & ASSOC.	75521	T&P ST TRIMBLE & PENNOYER ST IMP	08/07/2023	5,948.25	.00	
Total ANDERSON, PERRY, & ASSOC.:					9,053.25	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	JULY 2023	Admin Janitorial	07/31/2023	372.86	.00	
Total ARAMARK UNIFORM SERVICES:					372.86	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	32783	Admin Legal	07/24/2023	300.00	.00	
Total BAUM SMITH LLC:					300.00	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1056916	BOBCAT DISMOUNT	07/27/2023	45.00	.00	
Total BENNETT'S POINT S TIRE & AUTO:					45.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	88168	Copier Charge	06/27/2023	7.94	.00	
148	BOHN'S PRINTING	88427	Copier Charge	07/27/2023	22.60	.00	
Total BOHN'S PRINTING:					30.54	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X055221	Biochemical Oxygen	07/20/2023	112.00	.00	
151	BOX R WATER ANALYSIS LAB	X055225	TTHM + HAA5 TESTING	07/20/2023	429.00	.00	
151	BOX R WATER ANALYSIS LAB	X055226	TTHM + HAA5 TESTING	07/20/2023	429.00	.00	
151	BOX R WATER ANALYSIS LAB	X055242	MPN/ Enumeration	07/21/2023	61.00	.00	
151	BOX R WATER ANALYSIS LAB	X055243	E coli Coliform Testing	07/21/2023	45.00	.00	
151	BOX R WATER ANALYSIS LAB	X055243	SAMPLE COLLECTION/TRANSP	07/21/2023	44.50	.00	
Total BOX R WATER ANALYSIS LAB:					1,120.50	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	JULY 2023	City Hall	07/26/2023	177.67	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Golf Course	07/26/2023	87.74	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	PARK	07/26/2023	103.88	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	MEMORIAL HALL	07/26/2023	93.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Golf Course	07/26/2023	57.63	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Sewer Plant w pivot	07/26/2023	452.80	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Disposal	07/26/2023	289.92	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Golf Course	07/26/2023	360.31	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	City Farm	07/26/2023	3,229.20	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Street Lights	07/26/2023	1,454.75	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	City Farm	07/26/2023	39.49	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Golf Course	07/26/2023	123.14	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Pool	07/26/2023	476.48	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	Library	07/26/2023	299.29	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2023	GRADE SCHOOL	07/26/2023	131.37	.00	
Total COLUMBIA BASIN ELECTRIC:					7,377.27	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	JULY 2023	Water Fuel	07/31/2023	453.31	.00	
224	DEVIN OIL COMPANY	JULY 2023	Sewer Fuel	07/31/2023	453.30	.00	
Total DEVIN OIL COMPANY:					906.61	.00	
DORNBOS SIGN, INC							
950	DORNBOS SIGN, INC	INV70740	Historic Street Signs - OLD BALL	07/25/2023	150.91	.00	
Total DORNBOS SIGN, INC:					150.91	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1212903	PARTS	07/14/2023	643.58	.00	
254	FERGUSON ENTERPRISES	1212905	SEWER PIPE	07/14/2023	6,199.20	.00	
254	FERGUSON ENTERPRISES	1212911	SEWER FITTINGS	07/14/2023	100.26	.00	
Total FERGUSON ENTERPRISES:					6,943.04	.00	
GAVIN, JIM							
1585	GAVIN, JIM	08012023	PARK GAS REIMBURSEMENT	08/01/2023	29.42	.00	
Total GAVIN, JIM:					29.42	.00	
GILLIAM COUNTY SHERIFF							
276	GILLIAM COUNTY SHERIFF	JULY 2023	6 months Police Contract	07/07/2023	10,500.00	.00	
Total GILLIAM COUNTY SHERIFF:					10,500.00	.00	
HACH COMPANY							
291	HACH COMPANY	13679826	Chlorine	08/01/2023	130.00	.00	
291	HACH COMPANY	13679826	Chlorine	08/01/2023	130.00	.00	
Total HACH COMPANY:					260.00	.00	
HARTSHORN, REBECCA							
1598	HARTSHORN, REBECCA	JULY 2023	W/S DEPOSIT REFUND 207 W S	07/28/2023	81.08	.00	
Total HARTSHORN, REBECCA:					81.08	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	JULY 2023	Golf Fuel	07/31/2023	402.53	.00	
304	HATTENHAUER DIST.	JULY 2023	Park Fuel	07/31/2023	19.94	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HATTENHAUER DIST.:					422.47	.00	
HEPPNER AUTO PARTS							
1582	HEPPNER AUTO PARTS	35934	STUCK FUEL VALVE REPAIR	07/22/2023	37.48	.00	
1582	HEPPNER AUTO PARTS	35934	STUCK FUEL VALVE REPAIR	07/22/2023	37.47	.00	
Total HEPPNER AUTO PARTS:					74.95	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	10023010	Administration	08/01/2023	214.61	.00	
766	HOME TELEPHONE COMPANY	10023010	Pool	08/01/2023	48.51	.00	
766	HOME TELEPHONE COMPANY	10023010	Sewer	08/01/2023	163.74	.00	
766	HOME TELEPHONE COMPANY	10023010	Water	08/01/2023	43.07	.00	
Total HOME TELEPHONE COMPANY:					469.93	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	JULY2023	MRC Fiber Project	08/01/2023	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	013271	WATER HEATER SWAP AND PA	07/28/2023	453.75	.00	
Total JAMIESON & MARSHALL:					453.75	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	JULY 2023	HOSE REPAIR	07/31/2023	63.25	.00	
371	M & A AUTO PARTS	JULY 2023	PAINT ITEMS	07/31/2023	156.10	.00	
371	M & A AUTO PARTS	JULY 2023	POWER CAR WASH	07/31/2023	10.49	.00	
371	M & A AUTO PARTS	JULY 2023	ROTARY FILE	07/31/2023	2.92	.00	
371	M & A AUTO PARTS	JULY 2023	ROTARY FILE	07/31/2023	2.92	.00	
371	M & A AUTO PARTS	JULY 2023	BOLTS	07/31/2023	13.20	.00	
371	M & A AUTO PARTS	JULY 2023	PRUNER	07/31/2023	11.99	.00	
371	M & A AUTO PARTS	JULY 2023	BOLTS	07/31/2023	.74	.00	
371	M & A AUTO PARTS	JULY 2023	HOLES, KNIFE	07/31/2023	16.47	.00	
371	M & A AUTO PARTS	JULY 2023	WD40 AND CLEANER	07/31/2023	14.79	.00	
371	M & A AUTO PARTS	JULY 2023	WD40 AND CLEANER	07/31/2023	14.78	.00	
371	M & A AUTO PARTS	JULY 2023	HOSE MENDER	07/31/2023	58.77	.00	
371	M & A AUTO PARTS	JULY 2023	WASP SPRAY	07/31/2023	10.49	.00	
371	M & A AUTO PARTS	JULY 2023	WASP SPRAY	07/31/2023	10.48	.00	
371	M & A AUTO PARTS	JULY 2023	SCREW, SEALANT	07/31/2023	21.24	.00	
371	M & A AUTO PARTS	JULY 2023	POWER STEERING	07/31/2023	4.89	.00	
371	M & A AUTO PARTS	JULY 2023	POWER STEERING	07/31/2023	4.88	.00	
371	M & A AUTO PARTS	JULY 2023	EYEWEAR	07/31/2023	12.14	.00	
371	M & A AUTO PARTS	JULY 2023	EYEWEAR	07/31/2023	12.14	.00	
371	M & A AUTO PARTS	JULY 2023	SPRAYER	07/31/2023	23.99	.00	
371	M & A AUTO PARTS	JULY 2023	SPRAYER	07/31/2023	23.99	.00	
371	M & A AUTO PARTS	JULY 2023	ROUNDUP	07/31/2023	69.99	.00	
Total M & A AUTO PARTS:					560.65	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	JULY 2023	Pool Propane	07/31/2023	586.54	.00	
377	MORROW COUNTY GRAIN GRO	JULY 2023	City Hall Propane	07/31/2023	482.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MORROW COUNTY GRAIN GROW.:					1,068.87	.00	
OREGON MAYOR'S ASSOC.							
431	OREGON MAYOR'S ASSOC.	R20567	MAYOR TRAINING	07/14/2023	400.00	.00	
Total OREGON MAYOR'S ASSOC.:					400.00	.00	
OXARC							
442	OXARC	0031876429	Chlorine	08/11/2023	2,788.82	.00	
442	OXARC	0031876429	Chlorine	08/11/2023	2,788.83	.00	
Total OXARC:					5,577.65	.00	
PERFORMANCE SYSTEMS INTEGRATION							
1597	PERFORMANCE SYSTEMS INT	C-017274	FIRE EXTINGUISHERS	06/14/2023	613.60	.00	
Total PERFORMANCE SYSTEMS INTEGRATION:					613.60	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	JULY 2023	Transfer station hours	08/07/2023	96.00	.00	
540	THE TIMES-JOURNAL	JULY 2023	PLANNING	08/07/2023	144.00	.00	
Total THE TIMES-JOURNAL:					240.00	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	JULY 2023	WATER, GATORADE, CLEANING	07/26/2023	216.73	.00	
548	TWO BOYS MEAT & GROCERY	JULY 2023	SHOP COFFEE	07/26/2023	15.59	.00	
548	TWO BOYS MEAT & GROCERY	JULY 2023	SHOP COFFEE	07/26/2023	15.59	.00	
Total TWO BOYS MEAT & GROCERY:					247.91	.00	
VISA							
559	VISA	JULY 2023 588	AED PADS	07/23/2023	186.00	.00	
559	VISA	JULY 2023 588	KUBOTA FUEL FILTER	07/23/2023	27.23	.00	
559	VISA	JULY 2023 588	LIFEGUARD TOPS	07/23/2023	108.65	.00	
559	VISA	JULY 2023 588	POOL CANDY JULY 4	07/23/2023	121.48	.00	
559	VISA	JULY 2023 588	ADOBE 1 YEAR SUBSCRIPTION	07/23/2023	239.88	.00	
559	VISA	JULY 2023 588	PLIERS AND STRAP	07/23/2023	23.94	.00	
559	VISA	JULY 2023 588	PLIERS AND STRAP	07/23/2023	23.94	.00	
559	VISA	JULY 2023 588	TRIP LUNCH	07/23/2023	6.58	.00	
559	VISA	JULY 2023 588	TRIP LUNCH	07/23/2023	6.59	.00	
559	VISA	JULY 2023 857	PENS	07/23/2023	19.01	.00	
559	VISA	JULY 2023 857	PENS	07/23/2023	9.98	.00	
559	VISA	JULY 2023 857	MICROSOFT ONLINE SVCS	07/23/2023	37.50	.00	
559	VISA	JULY 2023 857	MICROSOFT MONTHLY EMAIL	07/23/2023	96.00	.00	
559	VISA	JULY 2023 857	DIVING BALLS	07/23/2023	17.76	.00	
559	VISA	JULY 2023 857	BALLS	07/23/2023	31.18	.00	
559	VISA	JULY 2023 857	DIVING TOYS	07/23/2023	6.99	.00	
559	VISA	JULY 2023 857	HIGHLIGHTERS	07/23/2023	10.04	.00	
559	VISA	JULY 2023 857	FIRST AID KIT - POOL	07/23/2023	29.25	.00	
559	VISA	JULY 2023 857	STAMPS	07/23/2023	252.00	.00	
559	VISA	JULY 2023 857	DIGITAL CLOCK - POOL	07/23/2023	82.39	.00	
559	VISA	JULY 2023 857	CABLE/CORD LABELS	07/23/2023	4.99	.00	
559	VISA	JULY 2023 857	MARKERS	07/23/2023	9.97	.00	
559	VISA	JULY 2023 857	CABLE CONVERTERS	07/23/2023	69.28	.00	
559	VISA	JULY 2023 857	TONER	07/23/2023	31.99	.00	
559	VISA	JULY 2023 857	POOL BALLS	07/23/2023	74.97	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	JULY 2023 857	SPRAY	07/23/2023	44.85	.00	
559	VISA	JULY 2023 857	WIRELESS MOUSE AND KEYBO	07/23/2023	12.30	.00	
559	VISA	JULY 2023 857	MAIL LARGE ENVELOPE	07/23/2023	3.03	.00	
559	VISA	JULY 2023 857	MOUSE PAD	07/23/2023	6.29	.00	
559	VISA	JULY 2023 857	SWIM RINGS	07/23/2023	42.98	.00	
559	VISA	JULY 2023 857	MONEY BAGS - POOL	07/23/2023	13.98	.00	
559	VISA	JULY 2023 857	MICROSOFT ONLINE SVCS	07/23/2023	37.50	.00	
559	VISA	JULY 2023 857	MICROSOFT MONTHLY EMAIL	07/23/2023	96.00	.00	
Total VISA:					1,784.52	.00	
Grand Totals:					53,568.36	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

AUG - 1 2023

Account Summary

Billing Cycle 07/23/23
Days In Billing Cycle 32
Previous Balance \$1,730.23
Purchases + 1,040.23
Cash + 0.00
Special + \$0.00
Balance Transfers + \$0.00
Credits - \$0.00
Payments - \$1,730.23
Other Charges + \$0.00
Finance Charges + 0.00

NEW BALANCE \$1,040.23

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$8,959.00
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!

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 \$1,040.23
MINIMUM PAYMENT \$1040.23
PAYMENT DUE DATE 08/16/2023

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.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
06/22/23	06/23/23	5942	24431063173083714354093	AMAZON.COM*5054Q6FD3 AMZN pens	\$28.99 19.01 AD
06/23/23	06/23/23	5045	24430993174400819000876	AMZN.COM/BILL WA	9.98 pool ID
06/23/23	06/23/23	5045	24430993174400819006394	MSFT * E0500NYC8P online SVCS	\$37.50 AISO
06/23/23	06/23/23	5045	24430993174400819006394	MSBILL.INFO WA	
06/27/23	06/28/23	5942	24692163178109807762558	MSFT * E0500NYCRO monthly e-mail	\$96.00 AISO
06/27/23	06/28/23	5942	24692163178109807762558	MSBILL.INFO WA	
06/27/23	06/28/23	5942	24692163178109807762558	AMZN Mktg US*JV82M6FR3 water dining balls	\$17.76 pool ID
06/27/23	06/28/23	5942	24692163178109807762558	Amzn.com/bill WA	

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

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



Account Number

8577

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

Closing Date

07/23/23

New Balance

\$1,040.23

**Total Minimum
Payment Due**

\$1040.23

Payment Due Date

08/16/2023

AMOUNT OF PAYMENT ENCLOSED

\$ 1040.23

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512



Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
06/27/23	06/28/23	5942	24692163178109813203563	AMZN Mktp US*BR55H3FU3 balls Amzn.com/bill WA	\$31.18 pool 10
06/29/23	06/30/23	5942	24692163180101287419987	AMZN Mktp US*JH1AG6SY3 diving toys Amzn.com/bill WA	\$6.99 pool 10
06/29/23	06/30/23	5942	24431063180083323077391	AMAZON.COM*6R3MI9XD3 AMZN Highlighters AMZN.COM/BILL WA	\$10.04 A10
06/29/23	06/30/23	5942	24431063180083708836742	AMAZON.COM*IJ6K11J73 AMZN 1st Aid Kit AMZN.COM/BILL WA	\$29.25 pool 10
07/05/23	07/05/23	6010	1 3186121363000130	PAYMENT - THANK YOU	\$1,730.23 -
07/06/23	07/07/23	9402	24137463188001354557231	USPS PO 4017920823 stamps CONDON OR	\$252.00 A10
07/06/23	07/09/23	5200	24943013188010179026485	HOMEDEPOT.COM Digital Clock 800-430-3376 GA	\$82.39 pool 10
07/10/23	07/11/23	5942	24692163191100345345157	AMZN Mktp US*5G51C40Z3 Cable labels Amzn.com/bill WA	\$4.99 A40
07/10/23	07/11/23	5942	24692163191100347745065	AMZN Mktp US*8H21P51Q3 markers Amzn.com/bill WA	\$9.97 A10
07/10/23	07/11/23	5942	24692163191100353093376	AMZN Mktp US*QW1VF8RE3 Cables & converters Amzn.com/bill WA	\$175.24 \$169.28 A40
07/11/23	07/13/23	5200	24943013193010181056952	THE HOME DEPOT #4032 Toner - A10 \$31.99 pool 10 REDMOND OR	\$44.85 \$74.97 \$150
07/12/23	07/13/23	5942	24692163193102086592243	AMZN Mktp US*VE6A26J13 mouse + keyboard Amzn.com/bill WA	\$12.30 A10
07/13/23	07/14/23	9402	24137463195001351007090	USPS PO 4017920823 Large envelope CONDON OR	\$3.03 A10
07/14/23	07/16/23	5942	24692163195100911508481	AMZN Mktp US*971SJ9R73 Mouse pad Amzn.com/bill WA	\$6.29 A10
07/19/23	07/20/23	5942	24692163200104687000643	AMZN Mktp US*MF4V72AQ3 Swim rings Amzn.com/bill WA	\$42.98 pool 10
07/20/23	07/21/23	5942	24431063201083313466401	AMZN MKTP US*BP4550BC3 AM money bags AMZN.COM/BILL WA	\$13.98 pool 10
07/23/23	07/23/23	5045	24430993204400813000959	MSFT * E05000DEEX MSBILL.INFO WA	\$37.50 A150
07/23/23	07/23/23	5045	24430993204400813006287	MSFT * E05000D102 MSBILL.INFO WA	\$96.00 A150

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	\$ 1,040.23

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

²Your 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.

Account Summary

Billing Cycle 07/23/23
Days In Billing Cycle 32
Previous Balance \$396.97
Purchases + 744.29
Cash + 0.00
Special + \$0.00
Balance Transfers + \$0.00
Credits - \$0.00
Payments - \$396.97
Other Charges + \$0.00
Finance Charges + 0.00

NEW BALANCE \$744.29

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$9,255.00
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!

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 \$744.29

MINIMUM PAYMENT \$744.29

PAYMENT DUE DATE 08/16/2023

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.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
06/23/23	06/25/23	5047	24801973174726082499277	AED SUPERSTORE AED Pads	\$186.00 Pool ID
06/27/23	06/29/23	5599	24251383179017024404498	MESSICKS - ECOMMERCE Kubota Fuel Filter	\$27.23 G300
06/30/23	07/02/23	5941	24941353182761003858216	DICK'S SPORTING GOODS Lifeguard tops	\$108.65 Pool ID
06/30/23	07/02/23	5411	24445003182400180465790	WM SUPERCENTER #1817 Pool candy - July 4th floats	\$121.48 Pool ID
				HERMISTON OR	

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

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



Account Number

5886

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date

07/23/23

New Balance

\$744.29

**Total Minimum
Payment Due**

\$744.29

Payment Due Date

08/16/2023

\$

744.29

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

Account Number: ##### 5886
Closing Date: 07/23/23
Credit Limit: \$10,000.00 Available Credit: \$9,255.00

Page 3 of 4

Cardholder Account Summary Continued						
Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
07/05/23	07/05/23	6010	1 3186121363000140	PAYMENT - THANK YOU	\$396.97	-
07/08/23	07/09/23	5734	24492153189745079742784	ADOBE *ACROPRO SUBS <i>adobe 1 year</i>	\$239.88	<i>A150</i>
07/14/23	07/16/23	5200	24943013196010196116996	408-536-6000 CA <i>Pliers + strap</i>	\$47.88	<i>W270 \$23.94</i>
07/14/23	07/16/23	5814	24204293195006303070137	THE HOME DEPOT #4032 REDMOND OR <i>5270 \$23.94</i>	\$13.17	<i>W270 \$6.58</i>
				Subway 11687 Madras OR <i>Trip lunch</i>		<i>5270 \$6.59</i>

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	\$ 744.29

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.

ORDINANCE 2024-02

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF CONDON, REVISING, AMENDING, RESTATING, CODIFYING AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE POLITICAL SUBDIVISION DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY

WHEREAS, the present general and permanent ordinances of the political subdivision are inadequately arranged and classified and are insufficient in form and substance for complete preservation of the public peace, health, safety and general welfare of the municipality and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Oregon empower and authorize the political subdivision to revise, amend, restate, codify and compile any existing ordinances and all new ordinances not heretofore adopted or published and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Legislative Authority of the Political Subdivision has authorized a general compilation, revision and codification of the ordinances of the Political Subdivision of a general and permanent nature and publication of such ordinance in book form; and

WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance takes effect at an early date.

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF CONDON:

- Section 1. The general ordinances of the Political Subdivision as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the "Code of Ordinances of the City of Condon."
- Section 2. Such Code of Ordinances as adopted in Section 1 shall consist of the following Titles:
- Section 3. All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this ordinance except as they are included and reordained in whole or in part of such Code; provided, such repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land of public use, vacating or settling the boundaries of streets, or other public places, nor shall such repeal affect any other ordinance of a temporary or special nature of pertaining to subjects not contained in or covered by the Code.

Section 4. Such Code shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of the Political Subdivision is hereby authorized and ordered to file a copy of such Code of Ordinances in the Office of the Clerk.

Section 5. Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence in all courts and places of the ordinance and all provisions, sections, penalties and regulations therein contained and of the date of passage, and that the same is properly signed, attested, recorded, and approved and that any public hearings and notices thereof as required by law have been given.

Section 6. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality and shall take effect at the earliest date provided by the law.

PASSED AND ADOPTED by the Legislative Authority of the political Subdivision on this October 4, 2023.

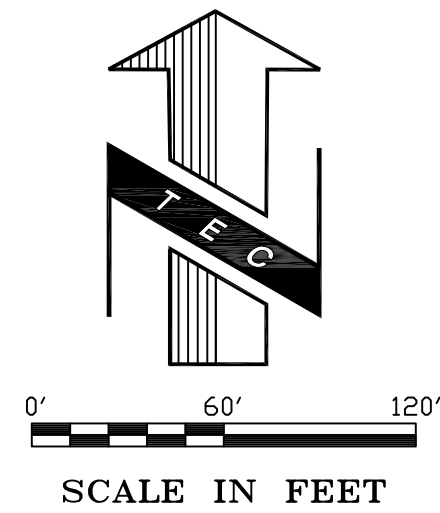
Yeas _____ Nays _____ Abstain _____ Absent _____

Jim Hassing, Mayor

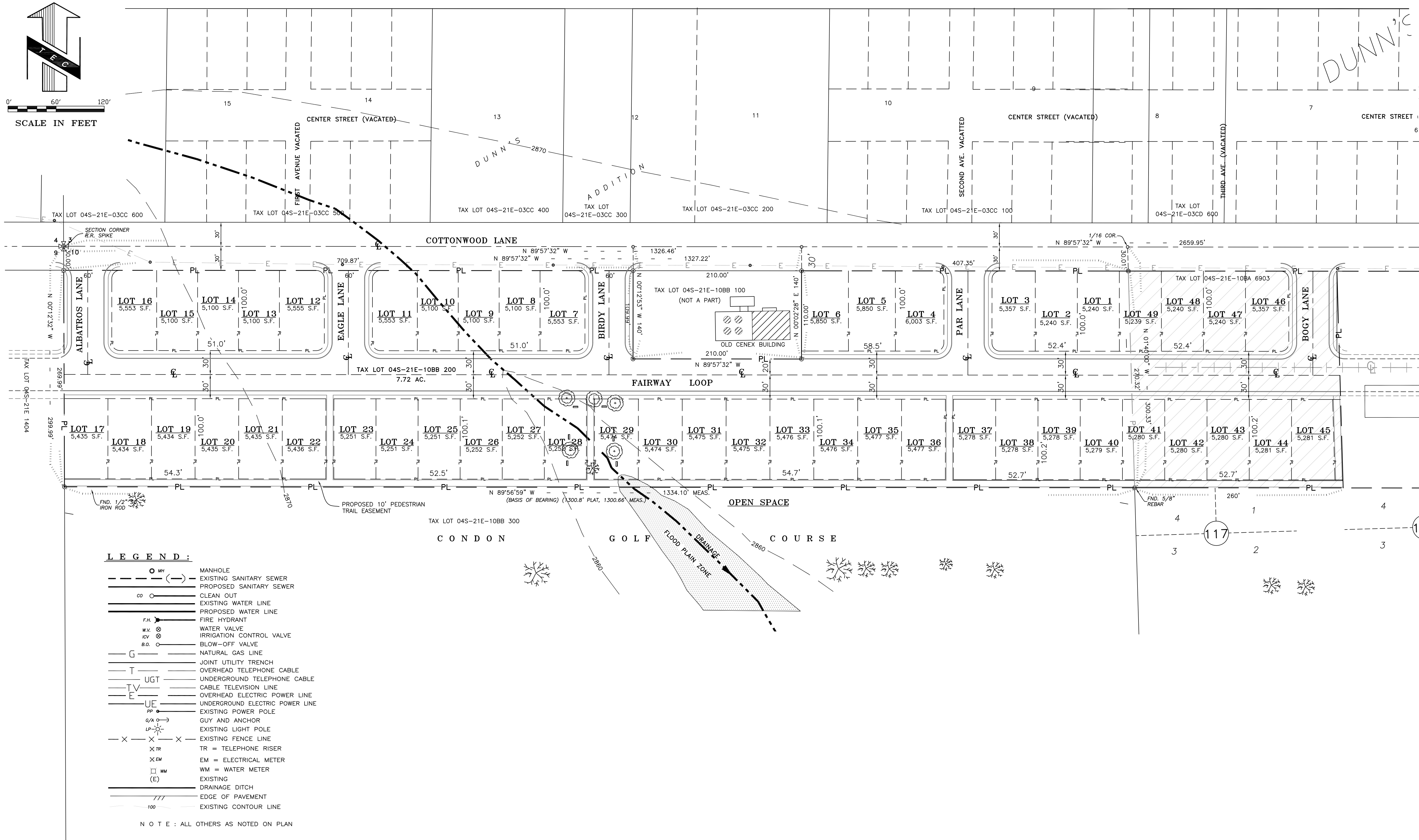
Date

Attest:

Kathryn Greiner, City Administrator



SCALE IN FEET



GOLF VIEW ESTATES SUBDIVISION

TAX LOT 04S-21E-10BB 200

CITY OF CONDON
IN THE NW1/4, SECTION 10, TWP. 4 SOUTH, RANGE 21 E., W.M.
GILLIAM COUNTY, OREGON

TENNESON ENGINEERING CORP.

CONSULTING ENGINEERS
3775 CRATES WAY

THE DALLES, OREGON 97058

PH. 541-296-9177 FAX 541-296-6657



PLOT DATE: 3/1/2023

FOR REVIEW ONLY

SHEET

1 OF 1

Work Order No.

15272

SETBACK AND AREA REQUIREMENTS:

SETBACKS: THE FOLLOWING SETBACKS APPLY TO BOTH PRIMARY AND ACCESSORY STRUCTURES.

- 1) FRONT YARD SETBACK: THERE SHALL BE A FRONT YARD OF NOT LESS THAN 15 FEET IN DEPTH.
- 2) SIDE YARD SETBACK: THERE SHALL BE A SIDE YARD ON EACH SIDE OF THE MAIN BUILDING AND EACH SIDE YARD SHALL HAVE A WIDTH OF NOT LESS THAN 5 FEET. A CORNER LOT SHALL HAVE 15 FEET OF SIDE YARD SETBACK.

REAR YARD SETBACK: THERE SHALL BE A REAR YARD OF NOT LESS THAN 5 FEET IN DEPTH.

Plot Date: 3/1/2023 1:54 PM

Design T.E.C. Survey T.E.C.

DWG. No. 15272

Date 6/15/2018

Work Order No. 15272

Scale 1"=50'

Kathryn Greiner

From: Kirk Fatland <kfatland@tennesoneng.com>
Sent: Monday, June 19, 2023 11:18 AM
To: Kathryn Greiner
Subject: Golf Course

Good morning Kathryn!

I know the golf course subdivision is not an emergency, but it seems like we can push it forward without too much effort if you'd like. Below is the info I received from Darrin – let me know if you have any questions or if you'd like to discuss with him directly.

I think when we first spoke the City was asking the cost to prepare a preliminary subdivision plan with conceptual grading and utilities. We would characterize this level of design as 30% or so.

It is not detailed enough to construct the project from, but we have looked for any fatal flaws and have addressed any problems we have identified.

I am estimating that our fee will be somewhere in the \$6000 - \$9000 range assuming we do not have any more changes to the lot layout from what was presented.

We would propose to undertake this task on a Time and Materials basis with a Not-to-Exceed value of \$9,500.

After the 30% preliminary plan is approved by the City we could then begin on the final design plans for bidding and construction.

We would provide a price for those plans once we have received approval of the preliminary plan and have any conditions identified in the formal Notice of Decision.

Please let me know if you or the Council has any other questions...

Kirk
Land Use Planner
Tennessee Engineering Corp.
(541) 296-9177
Cell: (541) 626-8022

Title II – Public Art

Chapter 20. Public Art Murals

20.?? – Title of Code

20.?? – Purpose

20.?? – Definitions

20.?? – Public Art Murals

20.?? – Prohibition of Compensation

20.00 – Violations & Enforcement

Chapter 20.?? Purpose

The purpose of this title, and policy of the City of Condon, is to permit and encourage art murals under certain terms and conditions. Art murals comprise a unique medium of expression that serves the public interest. Art murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include: improve aesthetics; avenues for original works of artistic expression; public access to original works of art; community participation in the creation of original works of art; community building through the presence of, and identification with original works of art; and a reduction in the incidence of graffiti and other crime. Art murals can increase community identity and foster a sense of place and enclosure if they are located at heights and scales visible to pedestrians and are retained for a period of five years or more.

Chapter 20.?? Definitions

Words used in this title have their normal dictionary meaning unless they are listed in this chapter or unless this title specifically refers to another title. Words listed in this chapter have the specific meaning stated or referenced unless the context clearly indicates another meaning.

Application – is the party that is primarily responsible for the design and installation of an art mural.

Original art mural – a hand-painted, hand tiled, metal, or digital image on the exterior wall of a building where the wall or surface is either on city-owned property or has a public art easement and is viewable from another property right-of-way.

Compensation – the exchange of something of value. It includes, without limitation, money, securities, real property interest, barter of goods or services, promise of future payment, or forbearance of debts. “Compensation” does not include goodwill, or an exchange of value, that a building owner (or leaseholder with a right to possession of the wall upon which the mural is to be placed) provides to an artist, muralist, or other entity, where the compensation is only for the creation and/or maintenance of the mural on behalf of the building owner or leasehold, and where the building owner or leaseholder fully controls the consent of the art mural.

Owner – the entity(ies) that own(s) the real property that contains the building or structure upon which a public art mural is installed. In the case where a public art mural is installed in the right-of-way, the owner means the entity(ies) with jurisdiction over that right-of-way.

Right-of-way – an area that allows for the passage of people or goods. Right-of-way includes passageways such as pedestrian connections, alleys and all streets. Right-of-way may be dedicated or deeded to the public for public use and under the control of a public agency, or it may be privately owned.

Ad Hoc Mural Committee – the committee assembled, or assigned by the council, on an ad hoc basis to review and make a recommendation to the Condon City Council.

Chapter 20.?? – Art Murals

A. Standards for Public Art Murals

- a. Allowed Locations – Public art murals are only allowed on building or structures as described below:
 - i. Historic District
 - ii. Commercial Zones – only operating as a business not residential as described in Chapter 154.??
 - iii. Public/Open Spaces –
- b. Prohibited locations –
 - i. Must be on a building not a stand-alone wall or billboard.
 - ii. Historic District Restrictions – not on property designated as National Register, Primary/Contributing or Secondary/Contributing

B. Public Ownership, Duration and Alteration

- a. Public Ownership – The mural must be on the surface of a building or structure that is either on property owned by the City of Condon or a building which a mural easement to the City of Condon has been granted.
- b. Duration & Alteration – The public art mural shall remain in place, without alteration for a minimum period of 5 years.
 - i. “Alterations” includes any change to a permitted mural, including, but not limited to any change to the image(s), materials, colors, or size of the permitted mural. “Alteration does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time.
 - ii. Minor changes to the permitted mural that result from maintenance or repair of the mural shall not constitute “alteration” Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.
 - iii. Removal – Public art murals may be removed within the first 5 years of the date of registration, per the terms of the public art easement and under the following circumstances:
 - 1. The property on which the mural is located is sold.
 - 2. The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural.
 - 3. The property undergoes a change of use authorized by the planning department.

C. Physical Standards

- a. Dimensions – A public art mural may not wrap around a wall or corner and/or extend above the wall. Public art mural may comprise 100% of flat wall surface.
 - b. Materials – Public art murals may include the following: paint, painted wood or plastic surfaces affixed to a building or structure, mosaics of ceramic tile and/or glass, vinyl or pella, metal, or similar materials. The Ad Hoc Committee may consider other materials in their review of a proposed public art mural.
 - c. Placement – No new public art mural shall obstruct the functioning of any building opening, including but not limited to windows, doors and vents. Must be visible from public street.
- D. Structural Permit – Public art mural that are affixed to a building, or contain elements that extend from the wall, shall require a structural permit approved as deemed necessary by the City of Condon planning department.
- E. Lighting – No new or existing public art mural may consist of or contain electrical or mechanical components or changing images: ie. Moving structural elements, flashing or sequential lights, lighting elements, or other automated methods that result in movement, the appearance of movement, or change of mural image or message. Static illumination, which is turned off and back on not more than once every 24 hours, is permitted. Lighting may be required for safety or crime deterrent purposes with consideration to impacts to surrounding properties, as determined by the City planning department.
- F. Application – An applicant shall initiate a proposal to place a public art mural by filling out an application with the City. The application shall be made on forms provided by the city, include the application fee for review of a public art mural, and include any accompanying materials deemed necessary by the city for review of the public art mural proposal (such as proposed designs, site photos, and building or structure elevation drawings). Any fees shall be in accordance with the city's fee schedule.
- G. Administrative Review
 - a. Upon submission of a completed application for a public art mural conforms with the standards in Section A of this form.
 - b. Upon finding that the public art mural conforms with the standards in Section A of this ordinance, the City Administrator, or designee shall inform the applicant in writing that the proposed public art mural meets the standards. The City Administrator, or designee shall then provide the applicant with the materials to complete the public notice requirements.
 - c. Prior to the Ad Hoc Committee review, the applicant shall provide documentation to the City Administrator, or designee, that they complied with the public notice requirements.
- H. Public Notice
 - a. Mailed Notice – mailed notice is intended as a courtesy to provide the public with a chance to review and discuss the proposal.
 - i. The City Administrator or designee shall mail a notice to landowners within 250 feet of the proposed public art mural, Gilliam County Historical Society and any art and chamber organizations that do business in Condon.
 - ii. The notice shall be mailed 14 days prior to the HTAC committee's review of the proposed public mural.

- iii. The notice shall include instructions for submitting comments, the name and contact information for the applicant and owner, contact information for the City Administrator, or designee, and legibly sized color representation of the proposed public art mural.
 - b. Posted Notice – A notice shall be posted at the site of the proposed public art mural and conform to the following standards:
 - i. The notice shall be posted at least 14 days prior to the HTAC committee’s meeting to review the proposed art mural. The city Administrator, or designee, shall provide the applicant with materials to be posted. If the notice is damaged or removed, the application shall replace the notice as soon as possible.
 - ii. The notice shall be durable and waterproof.
 - iii. The notice shall be clearly visible from the public right-of-way and be at least 11x 17 inches. The City Administrator, or its designee, may require more than one sign to be posted depending on the specific site characteristics.
 - iv. The notice shall include the name and contact information for the applicant and owners; contact information for the City Administrator, or designee; and a legibly-sized color representation of the proposed public art mural.
 - c. Public Distribution – Notice shall be posted on the city’s website and may be linked with any community social media accounts. Notice must also be posted in the city’s newspaper of record no less than 14 days prior to the HTAC review.
- I. Ad Hoc Review Committee – The Ad Hoc Review Committee will be assigned to the Historic Technical Advisory Committee (HTAC) as appointed in the Historic District Ordinance 154.??? The intent of the review is to explore the feasibility of the mural, evaluate the community support for the proposed mural, assess the mural given its context and its placement on either city building or a building with a public art easement, and to make a recommendation to the City Council for approval, approval with conditions, or denial of the public art mural application.
 - a. Review process – The Ad Hoc Committee shall be convened by the City Administer, or its designee and shall meet within 30 days of the submitted mural application being deemed complete.
 - b. Review criteria – as follows.
 - i. Scale – Appropriateness of scale to the wall upon with the mural will be painted/attached and to the surrounding physical features.
 - ii. Context – Architectural, geographical, sociocultural, and/or historical relevance to the site.
 - iii. Community Support – General support/advocacy from the building owner/user, surrounding neighborhood, adjacent businesses, historical society, and art community.
 - iv. Feasibility – Demonstrated ability to complete the proposed mural on time and within budget.
 - v. Media – Appropriate proposed media to ensure the mural’s longevity and durability.
 - vi. Structural and Surface Stability – Commitment to repair the mural surface as necessary before painting and plan for mitigating graffiti through design and/or graffiti coating.
 - vii. Signed Easement from Building Owner – Commitment to repair the mural surface as necessary before painting and plan for mitigating graffiti through design and/or graffiti coating.

- viii. Public Accessibility, Safety and Lighting – Compliance with city codes for safety, accessibility, and lighting.

J. Notice of Decision

- a. Authority -The Condon City Council will have the authority to determine if an application for public art mural substantially meets all the applicable requirements and to issue a final approval, approval with conditions or denial of the public art mural application.
- b. Notice of Decision – the City Administrator, or its designee, shall issue notice of its decision in writing. The decision shall include the following information:
 - i. A brief summary of the proposal.
 - ii. A description of the subject property is reasonably sufficient to inform the reader of its location, including street address, if available, map and tax lot number and zoning designation.
 - iii. A statement of the facts that the review authority relied upon to determine whether the application satisfied, or failed to satisfy, each applicable approval criterion.
 - iv. The decision to approve or deny the application and if approved, any conditions of approval necessary to ensure compliance with the applicable criteria.
 - v. The date upon which the decision rendered shall become final, unless appealed. The decision shall state the date and time by which an appeal must be filed. The statement shall reference the requirements for filing an appeal for the decision.
 - vi. A statement that the complete public art mural application file is available for review, including findings, conclusions and any conditions of approval. The decision shall list when and where the case file is available and the name and telephone number of the city representative to contact about reviewing the case file.
- K. Appeals – A decision on the approval, approval with conditions, or denial of the public art mural application may be appealed by filing a written request to the City Administrator within 15 days of the date on the notice of decision. If the 15th date falls upon a weekend or legal holiday, the end of the appeal period shall be extended to the end of the next business day.
- L. Mural Maintenance – Public art murals shall be maintained by the property owner for 5 years and per the terms outlined in the public art easement.
- M. Violations & Penalties – It is unlawful to violate any provision of this title, any administrative rules adopted by the City of Condon pursuant to this title, or any representations made, or conditions or criteria agreed to, in an art mural permit application. This applies to any applicant for an art mural permit, the proprietor or a use or development on which a permitted art mural is located, or the owner of the land on which the permitted art mural is located.
 - a. Notice of violation – the City Administrator, or its designee, must give notice of any violation to the property owner. Failure of the property owner to receive the notice of the violation does not invalidate any enforcement actions taken by the city.
 - b. Responsibility for Enforcement – The regulations of this title, and the conditions of art mural permit approvals, shall be enforced by the City Administrator, or its designee.

Prohibition of Compensation

No compensation will be given or received for the display of art murals or for the right to place the mural on another's property. The applicant shall certify in the permit application that no compensation will be given or received for the display of the mural or the right to place the mural on the property.

Chapter 20.?? – Violation & Enforcement

It is unlawful to violate any provision of this title; any administrative rules adopted by the City of Condon pursuant to this title; or any representations made or conditions or criteria agreed to, in an art mural permit application. This applies to any applicant for an art mural permit, the proprietor or a use or development on which a permitted art mural is located, or the owner of the land on which the permitted art mural is located.

- a. Notice of Violations. The City Administrator, or designee, must give notice of any violation to the property owner. Failure of the property owner to receive the notice of the violation does not invalidate any enforcement actions taken by the city.
- b. Responsibility for Enforcement. The regulations of this title, and the conditions of art mural permit approvals, shall be enforced by the City Administrator, or designee.

LEASE AGREEMENT

Between
Condon School District 25J
and
The City of Condon

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

RECITALS

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Term.**
 - a. **Initial Term.** This Lease shall commence on October 1, 2023. The term of this Lease shall be for a period of **1 (one)** year and shall terminate on September 30, 2024.
- 2. **Rent.** Lessee shall pay Lessor \$1.00 each year for use of the Real Property.
- 3. **Use of Premises.**
 - a. Lessee agrees that:
 - i. Lessee is leasing the Real Property for the purpose utilizing the pool facilities.
 - ii. Lessee shall not make any unlawful or offensive use of the Real Property and shall comply all relevant state and federal statutes, ordinances, rules, regulations and laws now in effect or hereafter enacted.
 - b. Lessor agrees that:
 - i. Lessor will not take any action which interferes with Lessee’s lawful use of the Real Property.
- 4. **Maintenance of the Real Property.** Lessee shall be responsible to maintain the Real Property in good condition and suitable for the purposes of this Lease as outlined herein.

5. **Lessor Covenant.** Lessor warrants and covenants that to best of Lessor's knowledge, there are no hazards, conditions or circumstances present upon the Real Property which impose any unreasonable risk of harm or injury to Lessee, Lessee's employees, or the public. Lessor further warrants and covenants that the Real Property is compliant with county, state and federal laws regarding pollution control and the use of hazardous materials and toxics in the land.
6. **Condition of Property at Lease Termination.** Upon expiration of the Lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Real Property in the same or better condition as at the beginning of the Lease Term, reasonable wear and tear, casualty loss and Lessor caused damage excepted, and broom clean.
7. **Fixtures and Improvements.** During the term of the Lease, Lessee may install trade fixtures, improvements and appropriate signs within or upon the Real Property, provided that they do not compromise the value or usefulness of the Real Property. Upon termination or expiration of the Lease, all trade fixtures, improvements and signs may be removed by Lessee, provided that such removal does not cause material harm or damage to the property, and Lessee pays costs and expenses associated with the removal and repair of the property made necessary thereby.
8. **Damage to Real Property.** If at any time during the term of this Lease, the Real Property becomes unusable for Lessee's purposes as established by this Lease at no fault of the Lessee, Lessee may terminate the Lease immediately by providing written notice to Lessor in accordance with Section 14.
9. **Subrogation.** Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own

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

10. Property and Liability Insurance.

- a. Lessee will carry and maintain insurance against direct physical loss of all owned real property described on Exhibit "A" attached. Lessee shall be responsible for purchasing property insurance as Lessee sees fit to insure property not owned by the Lessor and at Lessee's own cost.
- b. Lessee shall carry liability insurance; such insurance shall provide \$2,500,000 in coverage per occurrence. Liability insurance shall include general casualty, bodily injury, personal injury and/or property damage. Liability insurance should include coverage for damages caused by a tort, personal injury or other wrongful acts.
- c. Lessee shall add the Condon School District as an Additional Insured onto such liability insurance policy and provide a certificate of insurance showing Condon School District, its officers, agents, employees, successors, assigns, and authorized representatives are listed as an Additional Insured.
- d. Lessor shall also maintain liability insurance in the amount of \$2,500,000 per occurrence to cover the Real Property. Lessor shall name Lessee as an additional insured on said policy. If Lessor has an existing policy covering the Real Property, Lessor shall add Lessee as an additional insured to the existing policy.

11. Indemnification Subject to the limits in the Tort Claims Act, Lessee and Lessor agree to indemnify and hold each other harmless against any or all claims and demands arising from the negligence of Lessee, their agents, employees or assigns, as to the use of the premises, and shall at his own expense defend the other from any and all suits or actions awarded against Lessor or Lessee from the same.

12. Default.

- a. **By Lessee.** Default by Lessee shall consist of:
 - i. Failure to perform the responsibilities listed in Section 4 after Lessor provides written notification.

- ii. Use of the Real Property unlawfully or in conflict with the Lessee's proposed purposes established in this Lease.
 - iii. Failure to maintain the Real Property in accordance with Lease terms or interference with Lessee's purpose of use as described herein.
- b. **By Lessor.** Default by Lessor shall consist of a failure to maintain any covenant required by this agreement, following written notice by Lessee as provided below.
- c. **Notice of Default.** In the event of default by either party, the non-defaulting party shall furnish written notification to the allegedly defaulting party describing the conduct amounting to default and remedial action required to correct the default. If the defaulting party fails to respond to or correct the alleged default within thirty (30) days of receiving notice, the non-defaulting party shall be entitled to terminate this Lease with written notice to the other party.

13. Termination.

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

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

Lessor: Condon School District

210 E Bayard St.

Condon, OR 97823

Lessee: City of Condon
P.O. Box 445
Condon, OR 97823

15. Fiscal.

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

16. Quiet Enjoyment

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

17. Severability Clause

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

18. Attorney Fees and Court Costs

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

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

19. **Signatures.**

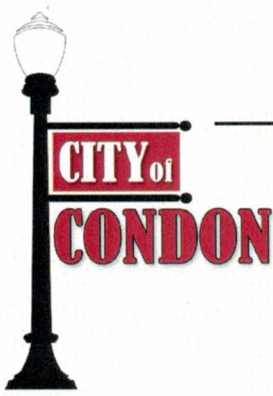
IN WITNESS of this Lease agreement, the parties provide their signatures as follows:

Signature, Authorized Representative
Condon School District 25J

Signature, Authorized Representative
City of Condon

Date

Date



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

August 7, 2023

Greater Eastern Oregon Development Corporation
27 SW Frazer Street
Pendleton, OR 97801

Dear GEODC Board Members:

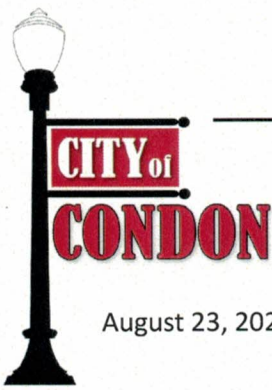
I am resigning from the Greater Eastern Oregon Development Corporation effective August 31, 2023. Due to changing economic development districts, and demands of work and board responsibilities, I find I do not have the time to adequately give to GEODC the attention it requires.

Thank you for the opportunity to represent Gilliam County.

Sincerely,

Kathryn Greiner
City Administrator

Cc: Gilliam County Judge Elizabeth Farrar Campbell



August 23, 2023

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

Re: Condon Historic District

Due to recent activity in Condon's Historic District, it is apparent that I need to do some outreach of what sets it apart from other planning issues in the City of Condon's Code of Ordinances. Our records show that you are getting this letter because you are the owner of property in the Historic District, per the Gilliam County Assessor's records. Our goal is to make sure that all landowners know their responsibilities of being a property owner within the district.

Condon's Historic District was approved and registered with the National Register of Historic Places on May 29, 1998. An additional property located at 122 N. Oregon Street was added to the register, at the landowner's request, May 16, 2001. I have included a map of the Historic District. The application is interesting and gives the history of the buildings within the district. The full application is available for review at City Hall by appointment. If there is enough interest, we will scan the information and post it on our website.

Included with this letter is a copy of the City of Condon Code of Ordinance §152.305 (After 10-1-2023 §154.024) that outlines the process if you, as landowner, wish to make changes to the exterior of your building or property. This includes minor alterations – painting, windows, awnings, signs – that require an application to the City of Condon and approval prior to the start of work. Decisions may be made administratively by City Staff, or if they deem that they may be controversial or larger than a minor alteration, they will go to the Planning Commission for review. Doing projects without authorization and an application will be subject to penalty ordinance §152.999 (after 10-1-2023 §154.999).

Another issue that is currently being discussed at the council level is the addition of murals in the Historic District. The council will see the first draft of this ordinance at their September 6 council meeting and encourages public input. The draft ordinance will be in the council packet available at www.cityofcondon.com

We are appreciative of the care and pride that our Historic District owners have taken in their properties and have made it the 'crown jewel' of Condon. Thank you!

If you have any questions, please contact me at 541-384-2711, admin@cityofcondon.com or stop by City Hall at 128 S. Main Street.

Sincerely,

Kathryn Greiner
City Administrator