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

AGENDA
REGULAR CITY COUNCIL MEETING

WEDNESDAY, MARCH 6, 2024, 7:00 PM

https://us02web.zoom.us/j/83618193993?pwd=c1NSVmRYeno4QmpQdTVWSnFDaG1rdz09

Meeting ID: 836 1819 3993
Passcode: 882218

1. **CALL REGULAR MEETING TO ORDER**
2. **ROLL CALL**
3. **ADDITIONS TO AGENDA**
   - 3.1. ***** Review & Approve Point & Pay Payment Contract**
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.**
5. **CONSENT AGENDA**
   - 5.1. **Review & Approve the February 7, 2024 Regular Condon City Council Meeting Minutes**
   - 5.2. **Review & Approve the February Accounts Payable & VISA Statements**
6. **OLD BUSINESS**
   - 6.1. **Condon Grade School Update & Structural Plans/Costs**
7. **NEW BUSINESS**
   - 7.1. **Second Reading of Ordinance 2024-07 - An Ordinance of Chapter 154.09 - Outdoor Lighting Standards**
   - 7.2. **Emergency Adoption of Ordinance 2024-08 - An Ordinance of the City of Condon Implementing a Transient Lodging Tax in an Agreement with the Oregon Department of Revenue. Repealing Ordinance 2019-03.**
   - 7.3. **Review & Approve Intergovernmental Agreement with the Oregon Department of Revenue for Transient Tax Collection**
   - 7.4. **Oregon Frontier Chamber of Commerce Street Request & Chamber Update**
   - 7.5. **Review & Approve the Public Works Laborer Position Description**
   - 7.6. **Review & Approve City Administrator Position Description**
   - 7.7. **Appoint Rachel Boyer to the City of Condon Budget Committee**
   - 7.8. **Review & Approve Point & Pay Payment Contract**
8. **STAFF REPORTS**
   - 8.1. **Public Works – Public Works Superintendent Gibb Wilkins**
   - 8.2. **Police & Fire – Gilliam County Sheriff Gary Bettencourt**

8.3. Administration – City Administrator Kathryn Greiner

9. COUNCIL INFORMATION

9.1. Thank You - High School Rodeo

10. NEXT REGULAR MEETING DATE

10.1. The Next Regular Condon City Council Meeting will be held Wednesday, April 3, 2024, 7 p.m. at City Hall.

11. ADJOURN REGULAR 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 February 28, 2024

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Condon, OR 97823
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MINUTES
REGULAR CITY COUNCIL MEETING

WEDNESDAY, FEBRUARY 7, 2024, 7:00 PM

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Present: Mayor Jim Hassing; Councilors Dawn Parm, Jan Stinchfield, Dustan Hall, Tom Fatland-7:05 p.m. (zoom), Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins.

Absent: Councilor Donald Jamieson and Jeremy Kirby; Staff - Gilliam County Sheriff Gary Bettencourt.

3. PROCLAMATION OF FEBRUARY AS NOBEL LAUREATE MONTH FOR LINUS PAULING AND WILLIAM PARRY MURPHY

Councilor Parm read the Proclamation of February as Nobel Laureate Month for Linus Pauling and William Parry Murphy.

4. ADDITIONS TO AGENDA

4.1. Review Golf Course Clubhouse Site Plan

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.

None

6. CONSENT AGENDA

6.1. Review & Approve the January 10, 2024 Regular City Council Meeting Minutes

A motion was made by Councilor Hall to approve the January 10, 2024 regular Condon City Council meeting minutes. The motion was seconded by Councilor Parm and approved unanimously.

6.2. Review & Approve the Accounts Payable and VISA Statements

No questions on the accounts payable or VISA statements.

6.3. Review & Approve Payment to Cleary Building for City Shop

This was waived as the amount is not over $50,000 and is budgeted.

7. OLD BUSINESS

7.1. Fairway Housing Update

CA Greiner stated that she has reached out to Hayden Homes to discuss the Fairway Housing project and to set up a meeting with the Housing Committee in March. She will get some available dates and coordinate with members.

7.2. Condon Grade School Update

No news on the grants for abatement have been received.

8. NEW BUSINESS

8.1. Review & Approve 2024 Goals & Priorities

A motion was made by Councilor Stinchfield to approve the 2024 Goals and Priorities. The motion was seconded by Councilor Parm and approved unanimously.

8.2. First Reading Ordinance 2024-07 - An Ordinance of Chapter 154-049 - Outdoor Lighting Standards

Councilor Hall made a motion to approve the first reading of Ordinance 2024-07 - An Ordinance of the City of Condon Creating Chapter 154.049 - Outdoor Lighting Standards of the Condon Municipal Code by Title Only. The motion was seconded by Councilor Stinchfield.
Roll Call Vote - yes Councilors Parm, Hall, Stinchfield, Fatland. No - None;
Motion passed

CA Greiner read Ordinance 2024-07 by title only.

A motion was made by Councilor Hall to approve the first reading of Ordinance 2024-07 - An Ordinance of the City of Condon Creating Chapter 154.049 - Outdoor Lighting Standards of the Condon Municipal Code. The motion was seconded by Councilor Parm.

Roll Call Vote - yes Councilors Parm, Hall, Stinchfield, Fatland. No - None; Motion passed.

The second reading will be at the March 6, 2024 city council meeting.

8.3. Review & Approve Resolution 2024-03 - A Resolution Establishing Immunity From Certain Personal Injury or Property Damage Claims Described in House Bill 2865

A motion was made by Councilor Stinchfield to approve Resolution 2024-03 - A Resolution Establishing Immunity from Certain Personal Injury or Property Clams Described in House Bill 2865. The motion was seconded by Councilor Parm and approved unanimously.

8.4. Discuss Transient Tax Ordiance and Agreement with Oregon Department of Revenue

This is a follow up from the discussion at the retreat where if the city would like to proceed with the Oregon Department of Revenue collecting and administering the transient tax program for Condon. The cost is $10 per entity that provides lodging per quarter and the funds will be deposited into the city's state bank account 2 months after quarter end. An ordinance will have to replace the current one for transient tax collection and an Intergovernmental Agreement with DOR. The DOR staff will review the ordinance prior to bringing to the council for approval, but CA Greiner does not anticipate any issues as the draft in the packet is the sample from the DOR packet. Councilor Fatland said that he noticed in the document there was an issue with the 30-day rule for transient taxes, with CA Greiner noting that she would correct the document.

It was the consensus of the council to move forward and bring the ordinance to them for consideration at the March meeting. The ordinance and IGA will be reviewed by city attorney Wyatt Baum.

8.5. ** Review & Approve Site Plan for Golf Course Clubhouse

Designer Vernon Grey has suggested the golf course clubhouse house be set back and provided a drawing showing the current placement and his suggested placement. CA Greiner stated that the Public Works Department is leaving the decision to the council as utilities are close by. Councilor Jamieson stopped at City Hall today and said he would like to see it kept in the same location. Councilor Stinchfield and Parm stated that they wanted it to remain in the same location. It was discussed having the outdoor kitchen that is planned to go on the north side of the building be reversed and put on the south side near the neighboring home and erecting a fence between the properties.

Consensus to keep the location of the new clubhouse in the same location but inquire from the plans if the outdoor kitchen can go on the south side of the building instead of the north side.

9. STAFF REPORTS

9.1. Public Works – Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 2.7 million gallons of water were pumped in January, which is the highest amount during that time in 10 years. Discussed that the meter readings have been estimated the last two months and there have been some large amounts of water used due to broken pipes. Stated that with the new meters to be installed this year with leak detection, these issues can be addressed quickly. With the new system customers will be able to log on to their accounts and get water usage of their accounts in real time. PW Wilkins said that staff Aaron Fitzsimmons is working on the groundwork of the new city shop which will completed in the next several weeks. He attended the Lower John Day ACT meeting that discussed ODOT's 2027-30 funding and will hear several grant submittals in the fall of this year. He noted that the new sidewalk by Bennett's Tire and Auto is heaving and that there are several locations of cracked and chips in the walks. Discussed the Safe Routes to School and Small City Allotment grants that he anticipates applying for in the next year. SRTS grant will be for a sidewalk near the day care and the SCA will pave near SSV.

9.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Statistic report was provided.

9.3. Administration – City Administrator Kathryn Greiner

CA Greiner updated the council on the aiport fuel grant and thanked them for allowing her to assist with this project. She said that the city is in need of a budget committee member as Dennis Bruneau has resigned and that she will be out of the office on vacation next week. The council toured the Mid Columbia Bus barn that day and CA Greiner stated that she had some questions regarding the current lease and the ability to lease the rest of the building. She stated that if the council had questions about the real estate agent, to please get them to her and if the council is still interested, they could schedule an executive session at the March or April meeting. Some of the questions were the status of the current lease with the bus company, electrical and water systems in the building and if there are environmental concerns, namely underground fuel tanks or environmental hazards. Mayor Hassing asked about the city's leased fiber line from Arlington to Condon and that the county discussed earlier in the day that they are planning for fiber project in the north end of the county. The south end of the county has federal funds to Rally that will provide broadband to those residents.

10. COUNCIL INFORMATION

None

11. NEXT REGULAR MEETING DATE

11.1. The next meeting of the Condon City Council is Wednesday, March 6, 2024, 7 p.m. at City Hall Council Chambers.

12. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 7:38 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	5578	TECH SUPPORT SVCS	02/02/2024	375.00	.00	
1551	ACCTECH - A SYSTEMS INTEG	5578	EEQUIPMENT	02/02/2024	3,457.00	.00	
	Total ACCTECH - A SYSTEMS INTEGRATOR:				3,832.00	.00	
ACTION GARAGE DOOR							
1607	ACTION GARAGE DOOR	80037863	DEPOSIT - GARAGE ROLL UP D	02/09/2024	1,725.00	.00	
	Total ACTION GARAGE DOOR:				1,725.00	.00	
AKS ENGINEERING & FORESTRY LLC							
1608	AKS ENGINEERING & FORESTR	10925-01	GOLF VIEW ESTATES SUBDIVIS	01/24/2024	8,227.50	.00	
	Total AKS ENGINEERING & FORESTRY LLC:				8,227.50	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	76683	WATER METER UPGRADE	01/31/2024	2,608.75	.00	
	Total ANDERSON, PERRY, & ASSOC.:				2,608.75	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	JAN 2024	Admin Janitorial	01/31/2024	372.86	.00	
	Total ARAMARK UNIFORM SERVICES:				372.86	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X01	PHONE	01/06/2024	18.98	.00	
599	AT&T MOBILITY	872564008X01	PW Cell Phone	01/06/2024	18.98	.00	
	Total AT&T MOBILITY:				37.96	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1058999	TIRES	01/10/2024	54.50	.00	
859	BENNETT'S POINT S TIRE & AU	1059162	DIESEL	01/24/2024	108.00	.00	
859	BENNETT'S POINT S TIRE & AU	1059200	Flat Repair	01/29/2024	12.50	.00	
859	BENNETT'S POINT S TIRE & AU	1059200	Flat Repair	01/29/2024	12.50	.00	
859	BENNETT'S POINT S TIRE & AU	1059209	TIRES	01/30/2024	54.50	.00	
	Total BENNETT'S POINT S TIRE & AUTO:				242.00	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	A-142972	Park Restroom	01/24/2024	157.00	.00	
	Total BISHOP SANITATION:				157.00	.00	
BOBCAT OF CENTRAL OREGON							
621	BOBCAT OF CENTRAL OREGO	80130	PARTS	01/03/2024	18.79	.00	
621	BOBCAT OF CENTRAL OREGO	80130	PARTS	01/03/2024	18.78	.00	
621	BOBCAT OF CENTRAL OREGO	80296	PARTS	01/10/2024	85.00	.00	
621	BOBCAT OF CENTRAL OREGO	80296	PARTS	01/10/2024	85.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total BOBCAT OF CENTRAL OREGON:				207.57	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	1330	Copier Charge	01/26/2024	10.79	.00	
	Total BOHN'S PRINTING:				10.79	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X057044	Biochemical Oxygen	01/12/2024	112.00	.00	
151	BOX R WATER ANALYSIS LAB	X057058	E coli Coliform Testing	01/16/2024	100.00	.00	
	Total BOX R WATER ANALYSIS LAB:				212.00	.00	
CLEARY BUILDING CORPORATION							
1588	CLEARY BUILDING CORPORATI	CONTRACT E	City Shop TRUSSES IN PLACE	01/29/2024	17,329.50	.00	
1588	CLEARY BUILDING CORPORATI	CONTRACT E	City Shop TRUSSES IN PLACE	01/29/2024	17,329.50	.00	
	Total CLEARY BUILDING CORPORATION:				34,659.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	JAN 2024	CITY HALL	01/23/2024	497.19	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	PARK	01/23/2024	58.17	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Memorial Hall	01/23/2024	239.80	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Golf Course	01/23/2024	37.14	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Sewer Plant w pivot	01/23/2024	354.94	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Disposal	01/23/2024	606.41	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	City Farm	01/23/2024	1,316.51	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Street Lights	01/23/2024	1,470.44	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	City Farm	01/23/2024	48.00	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Pool	01/23/2024	72.95	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	Library	01/23/2024	340.20	.00	
169	COLUMBIA BASIN ELECTRIC	JAN 2024	GRADE SCHOOL	01/23/2024	199.56	.00	
	Total COLUMBIA BASIN ELECTRIC:				5,241.31	.00	
COLUMBIA BASIN RODEO CLUB							
170	COLUMBIA BASIN RODEO CLU	JAN 2024	Donation/HS Rodeo	01/16/2024	100.00	.00	
	Total COLUMBIA BASIN RODEO CLUB:				100.00	.00	
CONDON FOOD PANTRY							
829	CONDON FOOD PANTRY	FEB 2024	W/S DEPOSIT REFUND S. CAR	02/05/2024	135.10	.00	
	Total CONDON FOOD PANTRY:				135.10	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	JAN 2024	Water Fuel	01/31/2024	390.96	.00	
224	DEVIN OIL COMPANY	JAN 2024	Sewer Fuel	01/31/2024	390.97	.00	
	Total DEVIN OIL COMPANY:				781.93	.00	
E. H. WACHS							
1605	E. H. WACHS	INV220551	FOAM FILTERS SIZE AND PRIC	02/06/2024	18.99	.00	
1605	E. H. WACHS	INV220551	FOAM FILTERS SIZE AND PRIC	02/06/2024	19.00	.00	
	Total E. H. WACHS:				37.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GILLIAM COUNTY ROAD DEPT.							
275	GILLIAM COUNTY ROAD DEPT.	0111242284	NEW CITY SHOP ROCK	01/11/2024	2,565.00	.00	
275	GILLIAM COUNTY ROAD DEPT.	0111242284	NEW CITY SHOP ROCK	01/11/2024	2,565.00	.00	
275	GILLIAM COUNTY ROAD DEPT.	0111242284	Rock	01/11/2024	4,620.00	.00	
Total GILLIAM COUNTY ROAD DEPT.:					9,750.00	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	JAN 2024	FUEL	01/31/2024	348.55	.00	
304	HATTENHAUER DIST.	JAN 2024	Water	01/31/2024	311.55	.00	
304	HATTENHAUER DIST.	JAN 2024	Sewer	01/31/2024	311.55	.00	
Total HATTENHAUER DIST.:					971.65	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	JAN 2024	Administration	02/01/2024	204.68	.00	
766	HOME TELEPHONE COMPANY	JAN 2024	Sewer	02/01/2024	165.76	.00	
766	HOME TELEPHONE COMPANY	JAN 2024	Water	02/01/2024	43.74	.00	
Total HOME TELEPHONE COMPANY:					414.18	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	JAN 2024	MRC Fiber Project	02/01/2024	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	JAN 2024	60 CONN LINK	01/31/2024	3.99	.00	
371	M & A AUTO PARTS	JAN 2024	60H LINKS 3PC	01/31/2024	6.69	.00	
371	M & A AUTO PARTS	JAN 2024	BOLTS	01/31/2024	9.00	.00	
371	M & A AUTO PARTS	JAN 2024	BOLTS AND PIN CLIPS	01/31/2024	29.90	.00	
371	M & A AUTO PARTS	JAN 2024	UTILITY KNIFE AND DRIVER	01/31/2024	9.74	.00	
371	M & A AUTO PARTS	JAN 2024	UTILITY KNIFE AND DRIVER	01/31/2024	9.74	.00	
371	M & A AUTO PARTS	JAN 2024	NUT DRIVER	01/31/2024	12.49	.00	
371	M & A AUTO PARTS	JAN 2024	NUT DRIVER	01/31/2024	12.50	.00	
371	M & A AUTO PARTS	JAN 2024	HEX KEY SET	01/31/2024	10.35	.00	
371	M & A AUTO PARTS	JAN 2024	HEX KEY SET	01/31/2024	10.34	.00	
371	M & A AUTO PARTS	JAN 2024	STAR BITS	01/31/2024	2.29	.00	
371	M & A AUTO PARTS	JAN 2024	STAR BITS	01/31/2024	2.29	.00	
371	M & A AUTO PARTS	JAN 2024	DEICER	01/31/2024	3.46	.00	
371	M & A AUTO PARTS	JAN 2024	DEICER	01/31/2024	3.46	.00	
371	M & A AUTO PARTS	JAN 2024	HANDWARMER & BOLTS	01/31/2024	29.99	.00	
371	M & A AUTO PARTS	JAN 2024	STARTER FLUID & DEICER	01/31/2024	10.69	.00	
371	M & A AUTO PARTS	JAN 2024	EXACTFIT-HBRD	01/31/2024	23.99	.00	
371	M & A AUTO PARTS	JAN 2024	EXACTFIT-HBRD	01/31/2024	23.99	.00	
371	M & A AUTO PARTS	JAN 2024	OIL FILTER & OIL	01/31/2024	39.92	.00	
371	M & A AUTO PARTS	JAN 2024	OIL FILTER & OIL	01/31/2024	39.92	.00	
371	M & A AUTO PARTS	JAN 2024	PREM TRACTOR FLUID & TUBI	01/31/2024	110.55	.00	
371	M & A AUTO PARTS	JAN 2024	SW350Q 2020 P/U	01/31/2024	29.99	.00	
371	M & A AUTO PARTS	JAN 2024	SW350Q 2020 PU	01/31/2024	29.99	.00	
371	M & A AUTO PARTS	JAN 2024	SPIN ON FLUID GILTER BOBCA	01/31/2024	27.14	.00	
371	M & A AUTO PARTS	JAN 2024	NAPA GOLD AIR FILTER	01/31/2024	26.95	.00	
371	M & A AUTO PARTS	JAN 2024	OIL FILTER GOLD	01/31/2024	20.20	.00	
371	M & A AUTO PARTS	JAN 2024	TOOLS	01/31/2024	21.73	.00	
371	M & A AUTO PARTS	JAN 2024	TOOLS	01/31/2024	21.74	.00	
Total M & A AUTO PARTS:					583.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MIDSTATE POWER PRODUCTS							
1609	MIDSTATE POWER PRODUCTS	109367	KUBOTA MOWER MAINTENANC	01/31/2024	931.93	.00	
	Total MIDSTATE POWER PRODUCTS:				931.93	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	JAN 2024	MEMORIAL HALL	01/31/2024	67.15	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	SHOP	01/31/2024	169.92	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	MEMORIAL HALL	01/31/2024	85.79	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	City Hall Propane	01/31/2024	313.60	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	SEWER PLANT PROPANE	01/31/2024	60.00	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	City Hall TANK RENTAL	01/31/2024	55.00	.00	
377	MORROW COUNTY GRAIN GRO	JAN 2024	SEWER PLANT PROPANE	01/31/2024	515.20	.00	
	Total MORROW COUNTY GRAIN GROW.:				1,266.66	.00	
OREGON ASSOC. OF WATER UTILITY							
413	OREGON ASSOC. OF WATER U	36871	ANNUAL M&T CONF- WILKINS	01/22/2024	195.00	.00	
413	OREGON ASSOC. OF WATER U	36871	ANNUAL M&T CONF - WILKINS	01/22/2024	195.00	.00	
	Total OREGON ASSOC. OF WATER UTILITY:				390.00	.00	
OREGON MAYOR'S ASSOC.							
431	OREGON MAYOR'S ASSOC.	JAN 2024	2024 DUES	01/31/2024	100.00	.00	
	Total OREGON MAYOR'S ASSOC.:				100.00	.00	
POTTER & SONS FARMS							
699	POTTER & SONS FARMS	6	BASE ROCK 70 YARDS FOR NE	01/14/2024	385.00	.00	
699	POTTER & SONS FARMS	6	BASE ROCK 70 YARDS FOR NE	01/14/2024	385.00	.00	
	Total POTTER & SONS FARMS:				770.00	.00	
South Gilliam County Health Center							
615	South Gilliam County Health Cent	OCT 2023	CDL Wilkins	01/11/2024	100.00	.00	
615	South Gilliam County Health Cent	OCT 2023	CDL Wilkins	01/11/2024	100.00	.00	
615	South Gilliam County Health Cent	OCT 23 FITZ	CDL Fitzsimmons	01/16/2024	100.00	.00	
615	South Gilliam County Health Cent	OCT 23 FITZ	CDL Fitzsimmons	01/16/2024	100.00	.00	
	Total South Gilliam County Health Center:				400.00	.00	
TENNESON ENGINEERING							
533	TENNESON ENGINEERING	10645-06	Planning Consultant	01/16/2024	280.50	.00	
	Total TENNESON ENGINEERING:				280.50	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	JAN 2024	WATER & DRINKS	01/26/2024	65.32	.00	
	Total TWO BOYS MEAT & GROCERY:				65.32	.00	
VERNON GREY DESIGN							
557	VERNON GREY DESIGN	2401	GOLF COURSE CLUB HOUSE P	01/23/2024	2,997.00	.00	
	Total VERNON GREY DESIGN:				2,997.00	.00	
VISA							
559	VISA	JAN 24 5886	MSFT ONLINE SVCS	01/22/2024	37.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
559	VISA	JAN 24 5886	MSFT MONTHLY EMAIL	01/22/2024	96.00	.00	
559	VISA	JAN 24 5886	WATER PARTS	01/22/2024	96.32	.00	
559	VISA	JAN 24 5886	SEWER PARTS	01/22/2024	96.32	.00	
559	VISA	JAN 24 5886	PARTS	01/22/2024	96.32	.00	
559	VISA	JAN 24 5886	MAIL LARGE ENVELOPE	01/22/2024	1.35	.00	
559	VISA	JAN 24 5886	ROOF AMBER LIGHT	01/22/2024	33.71	.00	
559	VISA	JAN 24 5886	POST IT TABS	01/22/2024	7.04	.00	
559	VISA	JAN 24 5886	AMAZON PRIME YEARLY MEMB	01/22/2024	139.00	.00	
559	VISA	JAN 24 5886	YEARLY WEBSITE HOSTING	01/22/2024	137.36	.00	
559	VISA	JAN 24 5886	MAIL ENVELOPE WITH TRACKI	01/22/2024	10.20	.00	
559	VISA	JAN 24 5886	GOOGLE NEST MONTHLY SUB	01/22/2024	80.00	.00	
	Total VISA:				831.12	.00	
WADE VETERINARY SERVICES INC							
1606	WADE VETERINARY SERVICES	2126	RABIES VACCINES	01/25/2024	145.25	.00	
	Total WADE VETERINARY SERVICES INC:				145.25	.00	
WATKINS TRUCKING							
755	WATKINS TRUCKING	4082	DUMP TRUCK 20 LOADS NEW	01/24/2024	420.00	.00	
755	WATKINS TRUCKING	4082	DUMP TRUCK 20 LOADS NEW	01/24/2024	420.00	.00	
	Total WATKINS TRUCKING:				840.00	.00	
Western States Equipment							
572	Western States Equipment	IN002656951	MIRROR	01/12/2024	50.55	.00	
572	Western States Equipment	IN002656951	MIRROR	01/12/2024	50.55	.00	
	Total Western States Equipment:				101.10	.00	
	Grand Totals:				81,426.50	.00	

Dated: _____

Mayor: _____

City Admininstrator: _____

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

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
19544										
02/24	02/22/2024	19544	1588	CLEARY BUILDING CORPORATI	FINAL SHOP	1	020-960-70030	.00	5,250.00	5,250.00
02/24	02/22/2024	19544	1588	CLEARY BUILDING CORPORATI	FINAL SHOP	2	030-960-70030	.00	5,250.00	5,250.00
Total 19544:								.00		10,500.00
Grand Totals:								.00		10,500.00

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
020-000-202100	.00	5,250.00-	5,250.00-
020-960-700300	5,250.00	.00	5,250.00
030-000-202100	.00	5,250.00-	5,250.00-
030-960-700300	5,250.00	.00	5,250.00
Grand Totals:	10,500.00	10,500.00-	.00

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Report type: GL detail

760

RECEIVED
FEB - 2 2024
CITY OF CONDON

Account Summary

Billing Cycle		01/22/24
Days In Billing Cycle		31
Previous Balance		$2,992.08
Purchases	+	831.12
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$0.00
Payments	-	$2,992.08
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$831.12**

Credit Summary

Total Credit Line	$10,000.00
Available Credit Line	$8,850.00
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	**$831.12**
MINIMUM PAYMENT	**$831.12**
PAYMENT DUE DATE	**02/16/2024**

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!

****
*** THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR ***
*** WAS...$ 0.00 ***
****

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
01/22/24	$831.12	$831.12	02/16/2024

AMOUNT OF PAYMENT ENCLOSED
$ _____.__

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

760

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1003 5886 00083112 00083112 8

Bank of Eastern Oregon
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1

Account Number: #### #### #### 5886
Closing Date: 01/22/24
Credit Limit: $10,000.00 Available Credit: $8,850.00

VISA

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
12/22/23	12/24/23	5045	24430993356400816115487	MSFT * E0500QCDZL MSBILL.INFO WA online svcs	$37.50 A150
12/22/23	12/24/23	5045	24906413356189950104985	MSFT * E0500QCFKB msbill.info WA monthly e-mail	$96.00 A150
12/28/23	12/29/23	5261	24011343362000054328607	SP RAPARTSINC HTTPSRAPARTSI MI W265 $96.32 S245 $96.32 St231 $96.32	$288.96 Parts
01/04/24	01/05/24	9402	24137464005001268489934	USPS PO 4017920823 CONDON OR Large envelope	$1.35 A10
01/08/24	01/09/24	5942	24431064008083342524181	AMAZON.COM*TK39A2B21 SEATTLE WA Roof amber light	$33.71 S270
01/09/24	01/10/24	5942	24431064009083704302779	AMAZON.COM*RT7AE45T0 SEATTLE WA Post it Tabs	$7.04 A10
01/10/24	01/11/24	5968	24692164010100278706166	Amazon Prime*TK3TJ2UD1 Amzn.com/bill WA Yearly membership	$139.00 A140
01/11/24	01/11/24	6010	1 4011121132000110	PAYMENT - THANK YOU	$2,992.08 -
01/11/24	01/12/24	7379	24906414011191298372857	WEB*ASMALLORANGE COM 781-4186707 TX Yearly website hosting	$137.36 A150
01/12/24	01/14/24	9402	24137464013001283642053	USPS PO 4017920823 CONDON OR Envelope w/ tracking	$10.20 A10
01/14/24	01/15/24	5732	24692164014103686765515	GOOGLE *Google Nest 855-836-3987 CA monthly Nest subs	$80.00 A40

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM[1]	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)[2]	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	$ 0.00	1.3200%	15.84%	$ 0.00	
CASH	F	$ 0.00	1.3200%	15.84%	$ 0.00	
FEES/**INTEREST CHARGE**					$ 0.00	
TOTAL				0.00%	$ 0.00	$ 831.12

[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: #### #### #### 1827

VISA

1000

RECEIVED
FEB - 2 2024
CITY OF CONDON

Account Summary

Billing Cycle		01/22/24
Days In Billing Cycle		31
Previous Balance		$315.08
Purchases	+	0.00
Cash	+	0.00
Special	+	$0.00
Balance Transfers	+	$0.00
Credits	-	$225.00 -
Payments	-	$315.08
Other Charges	+	$0.00
Finance Charges	+	0.00
NEW BALANCE		**$(225.00)**

Credit

Credit Summary

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

Account Inquiries

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

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

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

Payment Summary

NEW BALANCE	**$(225.00)**
MINIMUM PAYMENT	**$0.00**
PAYMENT DUE DATE	**02/16/2024**

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!

****
*** THE TOTAL FINANCE CHARGE PAID ON YOUR ACCOUNT DURING THE PAST YEAR ***
*** WAS...$ 0.00 ***
****

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
1827

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

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
01/22/24	$(225.00)	$0.00	02/16/2024

AMOUNT OF PAYMENT ENCLOSED
$ _____.__

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

1000

MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1004 1827 00000000 00022500 1

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
01/09/24	01/10/24	9399	74493984009207018300026	CREDIT VOUCHER CITY COUNTY INSURANCE SE LAKE OSWEGO OR	$225.00 -
01/11/24	01/11/24	6010	1 4011121132000120	PAYMENT - THANK YOU	$315.08 -

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	$ (225.00)

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

LIVERMORE
ARCHITECTURE &
ENGINEERING, INC.

Preliminary Project Budget

Condon Grade School - Conceptual Use Evaluation

Condon, Oregon

Date	2/22/2024
Main Building Area (1st floor)	9,890
Main Building Area (2nd floor)	9,890
Main Building Area (total)	**19,780**
North Wing	5,455
South Wing	6,630
Fieldhouse & Locker Rooms	10,170
Library	2,005
Total Area:	44,040

	Low Estimate			High Estimate		
Construction Costs - Main Building	Quantity	Units	Total	Quantity	Units	Total
Structural Improvements (from structural report)			$ 531,520			$ 817,680
Interior Demolition	19,780	6	$ 118,680	19,780	8	$ 158,240
Interior Alterations (Walls, Finishes, etc)	19,780	60	$ 1,186,800	19,780	80	$ 1,582,400
Fire Rated Stair Assemblies	800	60	$ 48,000	800	75	$ 60,000
Fire Rated Horizontal Separation	9,890	15	$ 148,350	9,890	18	$ 178,020
Exterior stucco replacement	24,000	6	$ 144,000	24,000	8	$ 192,000
Wall Envelope / Insulation Improvements (Inc. Windows)	24,000	10	$ 240,000	24,000	13	$ 312,000
Reroofing	9,890	11	$ 108,790	9,890	14	$ 138,460
Sprinklers	19,780	6	$ 118,680	19,780	8	$ 158,240
HVAC	19,780	25	$ 494,500	19,780	30	$ 593,400
Electrical	19,780	25	$ 494,500	19,780	30	$ 593,400
Plumbing	19,780	20	$ 395,600	19,780	25	$ 494,500
General Conditions	8%		$ 122,172.00	10%		$ 201,242.00
Contractor Overhead and Profit	8%		$ 122,172.00	10%		$ 201,242.00
SUBTOTAL			**$ 4,273,764**			**$ 5,680,824**
Total Cost/Square Foot			$ 216			$ 287
Construction Costs - North Wing	Quantity	Units	Total	Quantity	Units	Total
Structural Improvements (from structural report)			$ 248,959	0		$ 377,808
Interior Demolition	5,455	6	$ 32,730	5,455	8	$ 43,640
Interior alterations to Existing Building	5,455	50	$ 272,750	5,455	65	$ 354,575
Exterior siding replacement	3,900	20	$ 78,000	3,900	25	$ 97,500
Wall Envelope / Insulation Improvements (Inc. Windows)	3,900	25	$ 97,500	3,900	30	$ 117,000
Reroofing	5,455	11	$ 60,005	5,455	14	$ 76,370
Sprinklers	5,455	6	$ 32,730	5,455	8	$ 43,640
HVAC	5,455	25	$ 136,375	5,455	30	$ 163,650
Electrical	5,455	25	$ 136,375	5,455	30	$ 163,650
Plumbing	5,455	20	$ 109,100	5,455	25	$ 136,375
General Conditions	8%		$ 76,445.20	10%		$ 119,640.00
Contractor Overhead and Profit	8%		$ 76,445.20	10%		$ 119,640.00
SUBTOTAL			**$ 1,357,414**			**$ 1,813,488**
Total Cost/Square Foot			$ 249			$ 332
Construction Costs - South Wing	Quantity	Units	Total	Quantity	Units	Total
Structural Improvements (from structural report)			$ 428,411	0		$ 641,088
Interior Demolition	6,630	6	$ 39,780	6,630	8	$ 53,040
Interior alterations to Existing Building	6,630	50	$ 331,500	6,630	65	$ 430,950
Exterior siding replacement	6,875	20	$ 137,500	6,875	25	$ 171,875
Wall Envelope / Insulation Improvements (Inc. Windows)	6,875	25	$ 171,875	6,875	30	$ 206,250
Reroofing	6,630	11	$ 72,930	6,630	14	$ 92,820
Sprinklers	6,630	6	$ 39,780	6,630	8	$ 53,040
HVAC	6,630	25	$ 165,750	6,630	30	$ 198,900
Electrical	6,630	25	$ 165,750	6,630	30	$ 198,900
Plumbing	6,630	20	$ 132,600	6,630	25	$ 165,750
General Conditions	8%		$ 88,725.28	10%		$ 150,320.30
Contractor Overhead and Profit	8%		$ 88,725.28	10%		$ 150,320.30
SUBTOTAL			**$ 1,863,327**			**$ 2,513,254**
Total Cost/Square Foot			$ 281			$ 379
Construction Costs - Fieldhouse & Locker Rooms	Quantity	Units	Total	Quantity	Units	Total
Structural Improvements (from structural report)			$ 130,000			$ 182,000
Sprinklers	10,170	6	$ 61,020	10,170	8	$ 81,360
General Conditions	8%		$ 15,281.60	10%		$ 26,336.00
Contractor Overhead and Profit	8%		$ 15,281.60	10%		$ 26,336.00
SUBTOTAL			**$ 221,583**			**$ 316,032**
Total Cost/Square Foot			$ 22			$ 31

LIVERMORE
ARCHITECTURE &
ENGINEERING, INC.

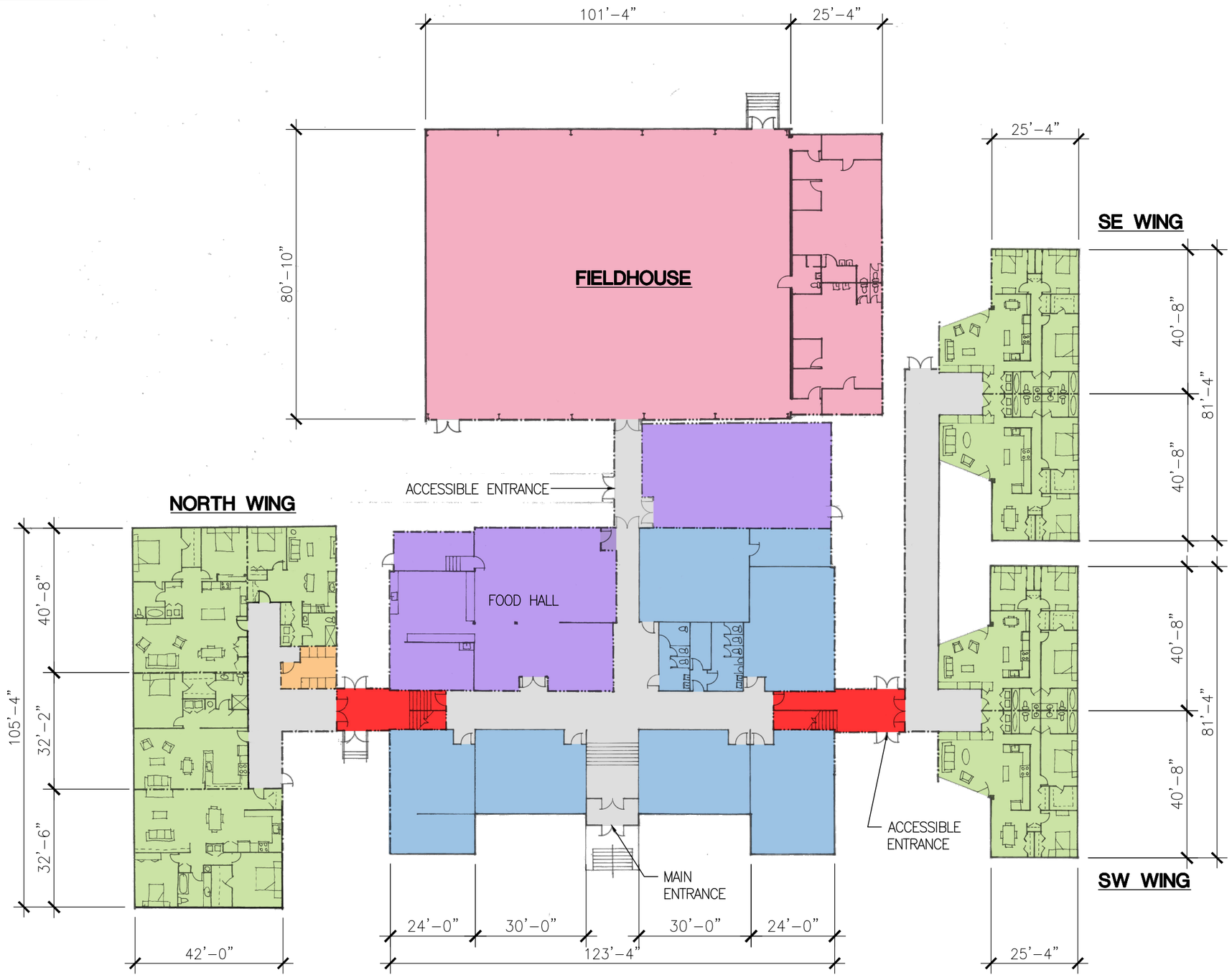
Construction Costs - Library		Quantity	Units		Total	Quantity	Units		Total
Structural Improvements (from structural report)				$	47,500			$	66,500
Firewall Separation		675	80	$	54,000	675	100	$	67,500
Interior Demolition		2,005	6	$	12,030	2,005	8	$	16,040
Interior Alterations to Existing Building		2,005	30	$	60,150	2,005	40	$	80,200
Envelope / Insulation Improvements		900	31	$	27,900	900	41	$	36,900
Sprinklers		2,005	32	$	64,160	2,005	42	$	84,210
HVAC		2,005	25	$	50,125	2,005	30	$	60,150
Electrical		2,005	25	$	50,125	2,005	30	$	60,150
Plumbing		2,005	10	$	20,050	2,005	15	$	30,075
General Conditions		8%		$	30,883.20	10%		$	50,172.50
Contractor Overhead and Profit		8%		$	30,883.20	10%		$	50,172.50
SUBTOTAL				**$**	**447,806**			**$**	**602,070**
Total Cost/Square Foot				$	223			$	300
TOTAL CONSTRUCTION COSTS				**$**	**8,163,895**			**$**	**10,925,668**
Soft Costs									
	Design Fees (Arch, Struct, MEP, Civil, Landscape)		7%	$	571,473		7%	$	764,797
Gilliam County Fees	Land Use Approvals			$	4,082			$	5,463
	Building Permit			$	61,229			$	81,943
Other Soft Costs	Geotech Report			$	15,000			$	20,000
	Site Survey			$	10,000			$	13,000
	Special Inspections			$	40,000			$	60,000
	Market Analysis								
	Other Soft Costs	2%		$	122,458	2%		$	163,885
	Total Soft Costs			**$**	**824,242**			**$**	**1,109,087**
	GRAND TOTAL			**$**	**8,988,137**			**$**	**12,034,755**

Notes

Estimate is preliminary and is subject to change.

Estimate is based on historical square foot costs. No contractor estimating has been done.

Jurisdictional fees are estimated and have not been confirmed.



MAIN BUILDING

FLOOR PLAN LEGEND

- 1-HR FIRE BARRIER
- 2-HR FIRE BARRIER
- 3-HR FIREWALL

- RESIDENTIAL UNITS
- RETAIL / OFFICE
- COMMUNITY EVENT SPACE
- LAUNDRY
- EXISTING FIELDHOUSE
- FIRE RATED STAIR EXITS
- FIRE RATED CORRIDORS

TOTAL UNITS @ FIRST FLOOR: 8 UNITS
(2) 1 BEDROOMS
(4) 2 BEDROOMS
(2) 3 BEDROOMS

PRELIMINARY CODE DATA

OCCUPANCY GROUPS:	A-2 (EVENT SPACE) A-3 (FIELDHOUSE GYM) B (OFFICE / RETAIL) R-2 (APARTMENTS)
CONSTRUCTION TYPE:	VB (MAIN BUILDING & WINGS) VB (FIELDHOUSE)
FIRE SPRINKLER:	REQUIRED

AREAS:

MAIN BUILDING:	9,890 SF (1ST FLOOR) 9,890 SF (2ND FLOOR) 19,780 SF (TOTAL AREA)
NORTH WING:	5,455 SF
SE WING:	3,430 SF
SW WING:	3,040 SF
LIBRARY:	2,005 SF
FIELDHOUSE:	10,170 SF
TOTAL FOOTPRINT:	33,985 SF
GROSS AREA:	44,040 SF

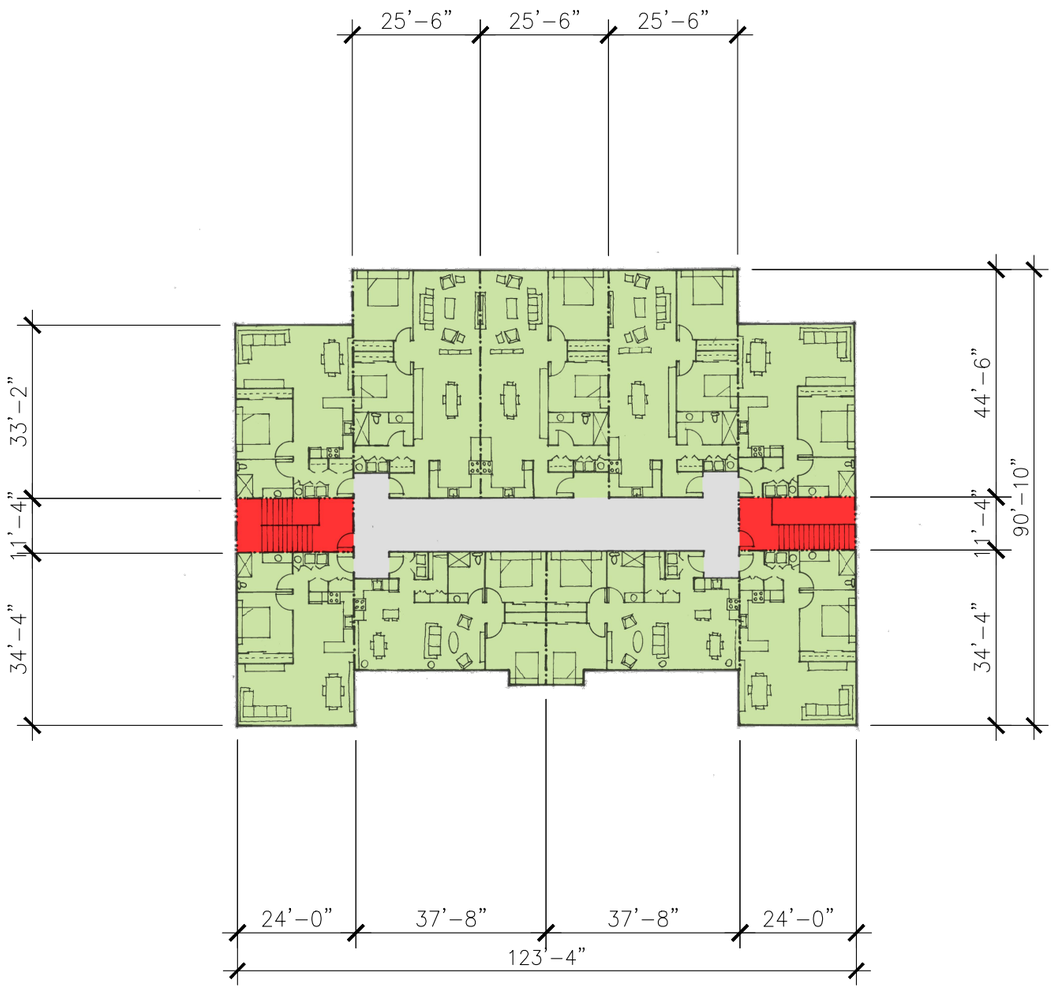
LIVERMORE ARCHITECTURE & ENGINEERING, INC.
1500 SW First Ave. Suite 240
Portland. Oregon 97201
Phone: 503-892-3002
www.livermoreae.com

CONDON GRADE SCHOOL -
CONCEPTUAL USE EVALUATION
220 S. EAST STREET
CONDON, OREGON 97823

JOB: 223083.00
DATE: 2/22/24
SCALE: 1" = 30'

1ST FLOOR ARCHITECTURAL CONCEPT PLAN

A1



FLOOR PLAN LEGEND

1-HR FIRE BARRIER
2-HR FIRE BARRIER

RESIDENTIAL UNITS
FIRE RATED CORRIDOR
FIRE RATED STAIR EXITS

TOTAL UNITS @ 2ND FLOOR: 8 UNITS
(4) 1 BEDROOMS
(5) 2 BEDROOMS

PRELIMINARY CODE DATA

OCCUPANCY GROUPS: R-2 (RESIDENTIAL)

CONSTRUCTION TYPE: VB (MAIN BUILDING)

FIRE SPRINKLER: REQUIRED

AREAS:

MAIN BUILDING: 9,890 SF (2ND FLOOR)

LIVERMORE ARCHITECTURE & ENGINEERING, INC.
1500 SW First Ave. Suite 240
Portland. Oregon 97201
Phone: 503-892-3002
www.livermoreae.com

CONDON GRADE SCHOOL -
CONCEPTUAL USE EVALUATION
220 S. EAST STREET
CONDON, OREGON 97823

JOB: 223083.00
DATE: 2/22/24
SCALE: 1" = 30'

2ND FLOOR CONCEPT PLAN

A2

ORDINANCE 2024-07
City of Condon

An Ordinance – Chapter 154.049 Outdoor lighting standards.

(1) *Purpose.* The purpose of the outdoor lighting standards is to allow reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night; curtail and reverse any degradation of the nighttime visual environment and the night sky; minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary; conserve energy and resources to the greatest extent possible; and help protect the natural environment from the damaging effects of night lighting.

(2) Outdoor Lighting Standards.

(a) Outdoor lighting, including that for signage, must not project directly into an abutting lot.

(b) Unless necessary for safe and convenient air travel, outdoor lighting must not project directly into the airport runway, taxiway, or approach safety zone.

(c) All outdoor lighting must be shielded such that the source of light, or light reflective or amplifying device, is not visible from adjacent properties or right-of-way.

(d) Outdoor lighting shall not blink, strobe, move, or rotate unless required by the FAA.

(e) Unless otherwise provided in the Municipal Code, lighted poles must not exceed 20 feet in height.

(f) Wiring for monument signs and similar permanent lighting installations must be underground or otherwise not visible.

(g) All street lighting must comply with the City's design and construction standards.

(3) *Exempt Lighting.*

(a) Temporary lighting for theatrical, television, performance areas and construction sites.

(b) Underwater lighting in swimming pools and other water features.

(c) Temporary lighting and seasonal lighting provided that individual lamps are less than ten watts and seventy lumens.

(d) Lighting that is only used under emergency conditions.

(e) Low voltage landscape lighting controlled by an automatic device that is set to turn the lights off no later than ten p.m.

(4) Violations

(a) Violation of this section is a nuisance and enforceable under Chapter 92 – Nuisances, of the Condon Municipal Code

PASSED AND ADOPTED by the City of Condon City Council by a vote of ___ ayes and ___nays this __day of *M*arch 2024.

_____ ATTEST: _____

Mayor Jim Hassing Kathryn Greiner, City Recorder

ORDINANCE 2024-08

AN ORDINANCE OF THE CITY OF CONDON IMPLEMENTING A TRANSIENT LODGING TAX IN AN AGREEMENT WITH THE OREGON DEPARTMENT OF REVENUE. REPEALING ORDINANCE 2019-03

WHEREAS, a local transient lodging tax is a tax imposed by a local government on the sale, service or furnishing of transient lodging;

WHEREAS, transient lodging includes hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or houses cabins, condominiums, apartment units, or portions of any of these dwelling units, that are used for temporary human occupancy;

WHEREAS, ORS 320.350 provides that a city council may impose a new local transient lodging tax if at least seventy percent (70%)of the net revenue shall be used for fund tourism promotion or tourism-related facilities or certain debt-related expenses and no more than thirty percent (30%) of net revenue may be used for city services; and

WHEREAS, the city wishes to require any person other than a transient lodging provider that facilities the retail sale of transient lodging and; charges for occupancy of the transient lodging; collects the consideration charged for occupancy of the transient lodging; or receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging and remitting the tax to the city; and

WHEREAS, the city council wants to impose a five percent (5%) transient lodging tax.

NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF CONDON ORDAINS AS FOLLOWS:

Chapter 112 is hereby added to the Condon municipal code as follows:

Section 112.01 DEFINITIONS

The following definitions apply to this chapter

Transient Lodging Provider means a person that furnishes transient lodging.

Transient Lodging intermediary means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and:

a. Charges for Occupancy of the transient lodging;
b. Collects the consideration charged for occupancy of the transient lodging; or
c. Receives a fee or commission and requires the transient lodging provider to use a specified third-party entity to collect the consideration charged for occupancy of the transient lodging.

Transient Lodging Tax Collector means a transient lodging provider or transient lodging intermediary.

Occupancy means any individual who exercises occupancy or is entitled to occupancy in transient lodging for a period of 20 consecutive calendar days or less, counting portions of calendar days as full days.

Person means any individual, firm, partnership, join venture, limited liability company, corporation, limited liability partnership, association, host, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

Rent means the consideration paid or payable by an occupant for the occupancy of space in transient lodging valued in money, goods, labor, credits, property, or other consideration. If a separate fee is charged for services, goods or commodities the fee is optional, that fee is not included in rent.

Short Term Rental means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling unit where a person rents a guest bedroom or the entire residential dwelling unit for transient lodging occupancy. Generally, a short-term rental is zoned residential or has a building occupancy that only allows for residential use.

Short-Term Hosting Platform means a business or other person that facilitates the retail sale of transient lodging by connecting occupants with transient lodging providers, either online or in any other manner. Short-term rental hosting platforms are transient lodging intermediaries.

Tax Administrator means the City Administrator of the City of Condon, or its designee which may include the Oregon Department of Revenue. If the city utilizes the Oregon Department of Revenue as its tax administrator, it will comply with ORS 305.62 in that it will follow the rules adopted by the Department of Revenue regarding the administration, collection, enforcement and distribution of transient lodging taxes.

Transient lodging or Transient lodging Facilities means:

a. Hotel, motel, and inn dwelling units that are used for temporary overnight human occupancy;
b. Spaces used for overnight parking of recreational vehicles or placement of tents during periods of human occupancy; or
c. Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units that are used for temporary human occupancy.

TLT or Tax means the transient lodging tax.

Section 112.02 TAX IMPOSED

A. Effective Marcy 6, 2024, each occupant shall pay a TLT in the amount of five percent (5%) of the rent. The occupant shall pay the TLT with the rent to the transient lodging tax collector. TLT amounts shall be rounded down to the nearest cent. The transient lodging tax collector shall maintain records of all rent charged and TLT payments received. If rent is paid in installments, a proportionate share of the TLT shall be paid by the occupant to the transient lodging tax collector with each installment unless the occupant pays the entire amount with the first payment.
B. Bills, receipts or invoices provided to occupants shall list the TLT separately and must accurately state the amount of tax. All amounts listed as TLT on invoices, bills or

receipts must be reported as TLT and, after collection, must be turned over to the city, less the five percent (5%) of the tax owed.

Section 112.03 COLLECTION OF TAX BY TRANSIENT LODGING TAX COLLECTOR

A. Every transient lodging tax collector shall collect the TLT at the time rent is paid, unless an exemption applies. If payment is by credit card, for purposes of this section, payment is made at the time credit card information is provided to the transient lodging tax collector, not when the transient lodging tax collector ultimately receives credit for the transaction. While holding the payment in trust for the city, a transient lodging tax collector may commingle the tax proceeds with the transient lodging tax collector's funds, but the transient lodging tax collector is not the owner of the tax proceeds, except that, when in a return is filed, the transient lodging tax collector becomes the owner of the administrative fee authorized to be retained. Transient lodging tax collectors may choose to file returns and remit payment based on amounts accrued but not yet collected. The transient lodging tax collector is liable for any TLT that should have been collected from the occupant, except in cases of non-payment of rent by the occupant.
B. Upon request of the city, transient lodging tax collectors must provide all physical addresses of transient lodging facilities within the city limits and the related contact information, including the name and mailing address, of the general manager, agent, owner, host or other responsible person for the location.

Section 112.04 SHORT-TERM RENTALS HOSTING PLATFORM FEES

A hosting platform for short-term rentals may collect a fee for booking services in connection with short-0term rentals only when those short-term rentals are lawfully registered as operators with the city and possess a certificate of authority at the time the short-term rental is occupied.

Section 112.05 LIABILITY FOR TAX

Transient lodging providers who receive any portion of the rent for transient lodging and transient lodging intermediaries that provide booking service are both transient lodging tax collectors and are jointly and severally liable for the tax.

Section 112.06 EXEMPTIONS

No TLT shall be imposed upon:

A. A dwelling unit in a hospital, health care facility, long-term care facility or any other residential facility that is licensed, registered or certified by the Oregon Department of Human Services or the Oregon Health Authority;
B. A dwelling unit in a facility providing treatment for drug or alcohol abuser or providing mental health treatment;
C. A dwelling unit that is used by members of the general public for temporary human occupancy for fewer than 30 days a year;
D. A dwelling unit, the consideration for which is funded through a contract with a government agency and the purpose of which is to provide emergency or temporary shelter;
E. A dwelling unit at a nonprofit youth or church camp, nonprofit conference center or other nonprofit conference center or other nonprofit facility; or

F. A dwelling unit that is leased or otherwise occupied by the same person for a consecutive period of 30 days or more during the year. The requirement of this subsection is satisfied even if the physical dwelling unit changes during the consecutive period if:
    a. All dwelling units occupied are within the same facility; and
    b. The person paying consideration for the transient lodging is the same person throughout the consecutive period.

Section 112.07 REGISTRATION OF TRANSIENT LODGING PROVIDER, FORM AND CONTESNTS, EXECUTION, CERTIFICATION OF AUTHORITY

A. Every person engaging or about to engage in a business as a transient lodging provider shall provide a completed registration form to the tax administrator within 15 calendar days after commencing business. The registration form shall require the transient lodging provider to provide the name of the business, any separate business addresses, and other information as the tax administrator may require to implement this Chapter. Transient lodging providers who own or operate transient lodging facilities in Condon shall provide the address of the lodging facility. The registration form shall be signed by the transient lodging provider. The tax administrator shall, within 15 days after registration, issue without charge a certificate of authority to collect the TLT. The transient lodging provider's obligation to collect the TLT is imposed once rent for transient lodging is paid, even if the registration form has not been filed or if the certificate has not been issued. If the rent transaction is facilitated online, the certificate of authority must be able to be viewed by the occupant by clinic on a link to the certificate of authority at a reasonable place during the payment transaction.
B. Certificates shall be non-assignable and non-transferable and shall be surrendered to the tax administrator when the business is sold or transferred or when a transient lodging facility ceases to operate at the location specified in the registration form. Each certificate issued to a transient lodging provider for a specific lodging facility shall be prominently displaced at the lodging facility and include:
    a. The name of the transient lodging provider;
    b. The address of the transient lodging facility;
    c. The date of the certificate was issued; and
    d. The Certificate number as assigned by the tax administrator

Section 112.08 REMITTANCES AND RETURNS

A. Transient lodging tax collectors must submit a completed tax return form to the tax administrator on or before the last day of the month following the end of each calendar quarter, reporting the amount of tax due during the quarter and accompanied by remittance of all tax collected, less a five percent administrative fee (calculated as 5% of tax collected). The return shall be filed in such form as the tax administrator may prescribe. The tax administrator if they deem it necessary in order to insure payment or facilitate collection by the City of the amount of taxes in any individual case, may require returns and payment of the amount of taxes on other than monthly periods.
B. The transient lodging tax collector is entitled to the administration fee. If a transient lodging facility has multiple owners, they are not entitled to retain additional fees.
C. Remittances are delinquent if not made by the last day of the month in which they are due.
D. Returns shall show the gross rents collected, taxable rents, the total amount of TLT collected and the amount of the administrative fee retained by the transient lodging tax

collector. Returns shall also show the exempt and excluded rents and the basis for exemptions and exclusions.

E. The person required to file the return shall deliver the return, together with payment of the amount of the tax due, to the tax administrator, to the appropriate office, either by personal delivery, by mail, or by electronic tax return filed through a reporting and payment portal furnished by the tax administrator or its designee. If the return is mailed, the postmark shall be considered the date of deliver.
F. The tax administrator may extend the time for making any return or remittance of the tax by up to 30 days. No further extension shall be granted, except by the city council. Any transient lodging tax collector to whom an extension is granted shall pay interest at the rate of 9.0 % per month on the amount of the remittance due without proration for a fraction of a month. If a return is not filed, and the remittance and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties.

Section 112.09 PENALTIES AND INTEREST

A. Interest shall be added to the overall tax amount due at the same rate established under ORS 305.220 for each month, or a fraction of a month, from the time the return to the tax administrator was originally required to be filed to the time of payment. If a transient lodging tax collector fails to file a return or pay the tax as required, a penalty shall be imposed in the same manner and amount provided under ORS314.400.
B. Every penalty imposed, and any interest that accrues, becomes a part of the financial obligation required to be paid and remitted to the tax administrator.
C. Taxes, interest, and penalties paid to the tax administrator under this section shall be distributed to the city's Transient Tax Fund.

Section 112.10 DEFICIENCY DETERMINATION – FRAUD, EVASION, LOCAL TAX TRUSTEE DELAY

A. Deficiency Determination. The tax administrator may review tax returns and adjust the amount due based on the information in the return, on information obtained during a review or audit of records, or on the basis of other evidence. In the event of a deficiency, the tax administrator shall provide notice of the deficiency to the transient lodging tax collector, who shall remit deficiencies within 10 business days of the deficiency notice. Notice may be by personal deliver or certified or registered mail.
    a. In reviewing and adjusting tax returns, the tax administrator shall offset any amount received in excess of the remittances due against any shortages in remittances
    b. Except in the case of fraud or intent to evade the TLT, notice of deficiency determinations shall be issued within three yeas of the period for which the deficiency determination is made.
    c. The time to remit deficient payment amounts under this section shall be extended if the local tax trustee timely requests a redetermination.
B. Fraud – Refusal to Collect -Evasion. If any transient lodging tax collector fails to collect, report or remit the tax as required, submits a fraudulent return, or otherwise violates or attempts top violate this chapter, the tax administrator shall estimate the tax due, and calculate the amount owing from the transient lodging tax collector for tax remittance, interest and penalties and provide notice to the transient lodging tax collector of the assessment. The determination and notice shall be made and mailed within three years of the discovery by the tax administrator of the violation. The determination is due and

payable upon receipt of notice and shall become final 10 business days after the date notice was delivered if no petition for redetermination is filed.

Section 112.11 REDETERMINATIONS

A. Any person affected by a deficiency determination may file a petition for redetermination with the tax administrator within 10 business days of service of notice of the tax deficiency. A determination becomes final if a petition for redetermination is not timely filed.
B. If a petition for redetermination is filed within the allowable period, the tax administrator shall reconsider the determination and grant an oral hearing if required. The petitioner shall be allowed at least 20 business days to prepare for the hearing.
C. After considering the petition and all available information, the tax administrator shall issue a redetermination decision and mail the decision to the petitioner. During the redetermination process, the tax administrator may agree to a compromise of the amount due if there is a good faith dispute over the amount owing.
D. The decision of the tax administrator on redetermination becomes final and payment is due 10 business days after the decision is mailed unless the petitioner files an appeal to the city council within that time. The appeal shall be filed with the tax administrator. The city council's decision shall be final when reduced to writing and mailed to the petitioner and all amounts must be paid within 10 business days of mailing of the city council decision.

Section 112.12 COLLECTIONS

A. The city may bring legal action to collect on any amounts owed to the city under this chapter within three years after remittance is due to the city or within three years after any determination becomes final.
B. The city is entitled to collect reasonable attorney's fee in any legal action brough to collect on amount owed to the city under this chapter.

Section 112.13 LIENS

The city may record a lien in the city's lien docket against any real property owned by a transient lodging provider who receives any portion of the rent from a transient lodging facility located within the city as to any delinquent remittances by the transient lodging provider.

Section 112.14 REFUNDS

A. Refunds by City to Transient Lodging Tax Collector. If the transient lodging tax collector remits more tax, penalty or interest than is due, the transient lodging tax collector may file a claim in writing stating the facts relating to the claim, within three years from the date of the remittance. If the claim is approved by the tax administrator, the excess amount shall be either refunded or credited on any amount due from the transient lodging tax collector.
B. Refunds by City to Occupant. A transient lodging tax collector may file a claim for refund by filing a claim in writing within three years of payment providing the facts relating to the claim for refund. If the tax administrator determines tat the tax was collected and remitted to the city and occupant was not required to pay the tax or over paid, the city shall issue a refund to the occupant.

C. Refunds by Transient Lodging Tax Collector to Occupant. If an occupant has paid tax to a transient lodging tax collector but stays a total of 30 or more consecutive days in the same transient lodging facility, the transient lodging tax collector shall refund to the occupant any tax collected for any portion of the continuous stay. The transient lodging tax collector shall account for the collection and refund to the administrator. If the transient lodging tax collector has remitted the tax prior to the refund or credit to the occupant, the transient lodging tax collector shall be entitled to a corresponding refund to offset if the claim for refund is filed within three years of the date of collection.
D. Buden of Proof. The person claiming the refund shall have the burden of proving the facts that establish the basis for the refund.

Section 112.15 ADMINISTRATION

A. Use of TLT funds. Seventy percent of the revenue from the tax rate of 5% shall be used for tourism promotion and tourism-related facilities. Thirty percent of the revenue of the 5% tax shall be used for City services.
B. Records Required from Local Tax Trustee. Every local tax trustee shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained for at least three years and six months.
C. Examination of Records – Investigations. The tax administrator or agent may examine all records of a local tax trustee relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns.
D. Authority of Tax Administrator. The tax administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered transient lodging providers. The tax administrator may also issue written interpretations on request of a transient lodging tax collector. As to the transient lodging tax collector to whom the interpretation is issued, the City will act consistently with the interpretation until it is withdrawn, and the City shall provide 30 days' written notice of withdrawal of an interpretation.
E. Confidential Character of Information Obtained – Disclosure Unlawful. The City shall maintain the confidentiality of information provided by transient lodging tax collector. Nothing in this subsection shall be construed to prevent:
    a. The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the purpose of administering or enforcing any provisions of this chapter or collecting city business license fees.
    b. Disclosure of information to the transient lodging tax collector and transient lodging tax collector's agents.
    c. The disclosure of the names and addresses of any persons to whom certificates of authority has been issued.
    d. The disclosure of general statics regarding taxes collected or business done in the City.
    e. Disclosures required by ORS Chapter 192
    f. Disclosures required by ORS Chapter 297.

Section 112.16 APPEALS TO CITY COUNCIL

Any person aggrieved by any decision of the tax administrator may appeal to the city council by filing a written appeal with the tax administrator within 10 business days of the serving or mailing of the decision being appealed. The city administrator shall schedule the hearing on a city council agenda and provide the appellant notice of the hearing at least 10 business days before

the hearing. The city council may agree to a compromise of the amount of tax remittance if there is a good faith dispute over the amount owing. Any person may appeal the issuance of a rule or regulation issued by the tax administrator to the city council by filing a written appeal within 10 business days of the mailing of the notice of the regulation.

Section 112.17 PENALTY

A violation of this chapter is a Class A civil infraction. Each day that a violation remains uncured is a separate infraction.

PASSED AND ADOPTED, AS AN EMERGENCY BY THE CONDON CITY COUNCIL MARCH 6, 2024 WITH A VOTE OF _____ YES _____ NO _____ ABSENT _____ABSTAIN

_____
Mayor Jim Hassing

Attest: _____
Kathryn Greiner, City Administrator

TRANSIENT LODGING TAX COLLECTION INTERGOVERNMENTAL AGREEMENT

This Transient Lodging Tax Agreement ("Agreement") is entered into between the State of Oregon, acting by and through its Department of Revenue (the "Department") and the City of Condon ("City"), under the authority of ORS 305.620.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Department shall supervise and administer, according to the terms and conditions set forth in this Agreement, the Local Tax on transient lodging by transient lodging providers authorized under ORS 320.365 and approved by the voters of City.

(1) Definitions. As used in this Agreement the following terms have the meanings ascribed to them:

(a) "Confidential Information" means the information on Local Tax returns administered pursuant to ORS 305.620, any information in the reports required under Sections 8 and 9 of this Agreement from which information about a particular Local Taxpayer is discernable from the report due to a small number of Local Taxpayers in City or similar factors, and any other information exchanged between the Department and City related to this Agreement, which is confidential under ORS 314.835.

(b) "Fees" means collectively the Administrative Services Fee, Business Fee and any additional fees described in Section 5 of this Agreement.

(c) "Local Government" means a city or county that has entered into a form of this agreement with the Department under the authority of ORS 305.620 for the Department to collect Local Taxes authorized under ORS 320.365.

(d) "Local Tax" or "Local Taxes" means the Local Transient Lodging Tax imposed by City, together with any additional interest or penalties provided for by state statute or the Department's rules; it does not include any additional penalties or fees that City may assess against its Local Taxpayers.

(e) "Local Taxpayer" means a Transient Lodging Provider, or a Transient Lodging Intermediary, with a lodging facility located in the taxing jurisdiction of City.

(f) "Ordinance" means the ordinance imposing a Local Tax adopted by the governing body of the City that is attached hereto as **Exhibit B** and by this reference incorporated herein.

(g) "Taxpayer" means a Transient Lodging Provider or Transient Lodging Intermediary with a lodging facility located in a taxing jurisdiction which has opted to have the Department of Revenue administer their local transient lodging tax program throughout Oregon.

(h) "Transient Lodging" has the meaning given in ORS 320.300(11)

(i) "Transient Lodging Intermediary" has the meaning given in ORS 320.300(12)

(j) "Transient Lodging Provider" has the meaning given in ORS 320.300(13).

(2) General Administration. The Department shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes, including but not limited to ORS 305.265, ORS 305.220, and ORS 314.400; making refunds; holding conferences with Local Taxpayers; handling appeals to the Oregon Tax Court; issuing warrants for the collection of unpaid taxes; determining the minimum amount of Local Tax economically collectible; and taking any other action necessary to administer and collect the Local Taxes. The Department has adopted rules related to the taxation of Transient Lodging under ORS chapter 320. City understands and agrees that such rules will be applied in administering the Local Tax.

(3) Level of Service. In performing its duties, the Department may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Department shall provide a level of services that are comparable to the level of services it provides in the administration of the State of Oregon transient lodging tax laws and the collection of such taxes owed to the State of Oregon. If the Department deems it necessary to vary substantially from this standard, the Department shall first notify City of the need and obtain City's consent. The Department shall provide all forms necessary for implementation of the Local Tax, including forms for transient lodging tax returns, exemptions and refunds.

(4) Transfer of Taxes to City. Beginning at the end of the first full quarter after execution of this Agreement, the Department shall remit to City the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Department's Fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Department shall notify City if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event described in Section 26 of this Agreement or other exigent circumstance, the Department is unable to transfer the Local Tax collected to City as provided in this Section. In that event, the Department shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to City. The Department may enter into an agreement with another state government agency to fulfill the requirements of this Section 4, provided that said government agency can comply with the requirements of this section.

(5) Fees. In order to recover its costs to collect and transfer the Local Tax as provided in this Agreement the Department shall be paid the following three fees:

(a) "Administrative Services Fee": Pays for the establishment and maintenance of financial systems needed to administer and distribute Local Taxes. The fee shall be calculated annually as a percentage of the equivalent of 60 hours of work conducted for the Department of Revenue by the Department of Administrative Services, divided among the Local Governments in proportion to the number of Taxpayers in each Local Government. This fee shall be charged

only if the Department of Administrative Services provides transfer services as described in section (4).

(b) "Business Fee": Pays for the Local Tax administration activities set forth in this Agreement. The fee shall be calculated as a percentage of the Department's Business Division annual expenses for the administration of all lodging taxes, with the total fee increasing in direct proportion to the number of Local Taxpayers. The total amount per Local Taxpayer billed to City under the Business Fee shall not exceed 0.035 percent of the Department's Business Division expenses for the administration of all lodging taxes;

FOR EXAMPLE, in a hypothetical with the following assumptions:

1,000 Taxpayers

50 Local Taxpayers in the City of Mainville

2 Local Taxpayers in the City of Middletown

Business Division's Lodging Tax Expenses: $500,000 per year

Hourly DAS rate: $99/hour

The fees would be calculated as follows:

Administrative Services Fee = ($99/hour * 60 hours) / 1,000 Taxpayers = $5.94 per Local Taxpayer per year

Business Fee = $500,000 in lodging tax expenses per year * 0.035% = $175 per Local Taxpayer per year

City of Mainville: ($5.94 Administrative Services Fee + $175 Business Fee) * 50 Local Taxpayers = $9,047.00 in fees

City of Middletown: ($5.76 Administrative Services Fee + $175 Business Fee) * 2 Local Taxpayers = $361.52 in fees

(c) In addition to the Fees described above, the Department may withhold or otherwise recover from City the Department's costs for additional services not described in this Agreement related to the Local Tax; such additional costs may include, without limitation, requests for audits from City that exceed the scope of the Department's normal audit procedures, requests for research or advice from the Department or the Oregon Department of Justice attorneys, or specially appointed counsel, regarding the Local Tax.

(d) If the Department determines that its costs cannot be covered by the maximum fees outlined in this Section 5, the Department will notify City of the amount by which the Department has determined the Fees must increase. If the Department and City do not agree upon a Fee increase and related amendment to this Agreement, then this Agreement may be terminated by either party in accordance with Section 16 of this Agreement.

(e) The Department may recover its costs to administer the Local Tax, per ORS 305.620(5). The above formula is intended to produce the Department's best estimate of its costs to administer the Local Tax.

(6) Withholding for Fees and Rebate. The Department may withhold from the Local Taxes collected and each transfer to City an amount equal to four percent (4%) of the Local Taxes collected. In the first quarter of each calendar year, the Department will reconcile the amounts withheld in the previous year with the total Fees assessed and provide a reconciliation in the Department's annual report described in Section 9 of this Agreement. If the amount withheld in a calendar year exceeds the amount of the Department's Fees, the Department will rebate the balance of the Local Taxes withheld to City by the end of the first quarter following the year of withholding. If the amount withheld does not cover the Department's Fees for the preceding year, the amount of the shortfall will be withheld from subsequent transfers of Local Taxes collected until the Department's Fees are fully paid, or in its discretion the Department may invoice City for the unpaid amount of the Department's Fees.

(7) Recovery of Overpayments. If the amount of Local Taxes paid to City under this Agreement exceeds the amount to which City is entitled, the Department may, after notifying City in writing, withhold from later payments due City under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

(8) Department Quarterly Reports. Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Department shall provide City with a report indicating the amount of Local Taxes collected, the Department's Fees incurred, the amount withheld under Section 6 of this Agreement and the cumulative amount of delinquent Local Taxes for each lodging provider in City's jurisdiction. The information in this report must be treated as potentially revealing Confidential Information and shall be protected as described in Section 15. City shall adopt procedures to prevent Confidential Information from being disclosed, except as consistent with this Agreement. The Department and City may disclose any non-confidential information from a report when required to do so by law, including the Oregon Public Records Law, ORS 192.311 to 192.478.

(9) Department Annual Reports. In the first calendar quarter of each year, the Department shall provide a written annual report of the preceding calendar year to City showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount withheld by the Department under Section 6 of this Agreement and shall show the Department's Fees, charged by category. In the report, the Department shall also make recommendations concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Department deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information and shall be protected as described in Section 15. City shall adopt procedures to prevent Confidential Information from being disclosed, except as consistent with this Agreement. The Department and City may disclose any

non-confidential information in the report when required to do so by law, including the Oregon Public Records Law, ORS 192.311 to 192.478.

(10) City Reports. Within sixty (60) days of the effective date of this Agreement, City shall provide the Department with a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. City shall review all reports and reconciliations provided to it by the Department and shall promptly notify the Department of any perceived errors or omissions in such reports.

(11) Records Maintenance and Access. Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it that are established under ORS 192.005 to 192.170. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.

(12) Ordinance and Notification of Changes. Contemporaneous with the execution of this Agreement, City shall provide a copy of the Ordinance to Department for incorporation into this Agreement as Exhibit B. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in applicable law, including changes to the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in the City's boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement. The parties shall cooperate in amending the Ordinance or in seeking any amendments to ORS 320.365 or ORS 305.620 they deem necessary.

(13) Information. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes to the Ordinance, and all public relations related to the Local Tax will be handled by City. The Department shall promptly notify City of any issue arising in the administration of the Local Tax that would require any legislative change or affect City's policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall prohibit the Department from conducting its own outreach activities to increase awareness and knowledge of Local Tax obligations.

(14) Limits and Conditions. To the extent limited by applicable provisions of Article XI of the Oregon Constitution or other governing law, and within the limits of the Oregon Tort Claims Act applicable respectively to the Department and City, each party shall indemnify the other for damage to life or property arising from their respective duties and obligations under this

Agreement, provided neither party shall be required to indemnify the other for any such liability arising out of a party's own negligent or wrongful acts.

(15) Confidentiality.

(a) Confidential Information may be disclosed to City by the Department, at the discretion of the Department, only for purposes of carrying out the administration of the Local Tax . Requests for Confidential Information may be made by City by giving not less than ten (10) days' notice to the Department, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of the requested information is not reasonably feasible, the Department shall so advise City and may decline to provide the requested information.

(b) ORS 314.840(3) requires that employees and representatives of City who receive Confidential Information must be advised in writing of the provisions of ORS 314.835 and 314.991(3), relating to the penalties for unlawful disclosure. Prior to being given access to Confidential Information, all City employees involved in the performance of this Agreement must review the DOR Secrecy Clause and sign the DOR Secrecy Laws Certificate (substantially in the form of Exhibit A, attached hereto and by this reference incorporated herein) certifying the employee understands the confidentiality laws and the penalties for violating them. Annually thereafter, (on or before a date specified by the Department), or upon request by the Department, such City employees must review and sign the latest versions of the Secrecy Clause and the Secrecy Laws Certificate. All signed Secrecy Laws Certificates must be immediately emailed to the designated Department Authorized Representative (indicated below). When the employee terminates employment with City, City will forward the certificate to the Department's Authorized Representative indicating the employee is no longer employed by City. A listing of every person employed by City that is authorized to request and receive Confidential Information identified in this Agreement must be sent by City to the following designated representative:

Andrew Trolan

Title: Transient Lodging Tax Program Manager

Contact Email: Andrew.Trolan@Oregon.Gov

(c) Upon request and pursuant to the instructions of the Department, City shall return or destroy all copies of Confidential Information provided by the Department to City, and City shall certify in writing the return or destruction of all such Confidential Information.

(d) The administrative rules implementing ORS 314.835 and ORS 314.840 as amended from time to time during the term of this Agreement, shall apply to Confidential Information under this Agreement.

(e) City shall comply with the requirements of ORS 646A.600 to 646A.628 in the event of a breach of security or disclosure of confidential information.

(16) Term. The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party, at its discretion upon at

least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section or Section 17 below, City and the Department will continue to perform their respective duties and obligations of under this Agreement. After the termination date, the Department will cease all collection and other activities under this Agreement, unless prior to the termination date the Department and City agree in writing that the Department may continue actions that are pending before the Oregon Tax Court or the Oregon Supreme Court, or are being collected after judgment or stipulation. In addition, after the termination date the Department will continue to remit to City any Local Taxes received by the Department, after deduction of the Department's actual costs, until all matters pending on the date of termination have been resolved or collected. The Department shall administer the Local Tax for City beginning with the calendar quarter commencing after this Agreement is executed, However, if this Agreement is fully executed on or before the 15th day of the calendar quarter, the Department shall begin administering the Local Tax for the quarter in which this Agreement is executed.

(17) Default and Remedies. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance within ninety (90) days after the other party provides written notice specifying the nature of the nonperformance. If the nonperforming party does not cure its nonperformance, or provide a satisfactory explanation to the other party of its performance under this Agreement, the other party may terminate this Agreement immediately or at a later date specified in written notice provided to the nonperforming party. In addition to termination of this Agreement, in the event of default by a nonperforming party, the other party may pursue any remedies available in law or equity, including an action for specific performance.

(18) Notices. All notices, documents, and information shall be sent as follows:

City of Condon
PO 445
Condon, OR 97823-0445

Oregon Department of Revenue
Transient Lodging Tax
Salem, OR 97309

(19) Amendments. The provisions of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

(20) Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties, their assigns, and successors.

(21) Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(22) Representations. Each party represents to the other that the making and performance of this Agreement: (a) have been duly authorized by its governing body or official, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board or other administrative agency or any provision of any

applicable local charter or other organizational document, and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the party is bound.

(23) Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between the Department and City regarding the enforcement or interpretation of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. The parties understand and agree that any action brought to determine the amount of Local Tax owed by a Local Taxpayer, whether brought solely by the Department or in conjunction with City shall be brought solely in the Oregon Tax Court.

(24) Nonappropriation. The obligation of each party to perform its duties under this Agreement is conditioned upon the party receiving funding, appropriations, limitation, allotment, or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, sections 7 or 10 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each party.

(25) Survival. All rights and obligations of the parties under this Agreement will cease upon termination of the Agreement, other than the rights and obligations arising under Sections 14, 16 and 17, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accruing to a party prior to termination.

(26) Force Majeure. Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

(27) Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

(28) Merger. This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement.

Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Oregon Department of Revenue	**City:**
Name/Title:	Name/Title:
Signature:	Signature:
Date signed:	Date signed:

EXHIBIT A

DOR

SECRECY CLAUSE

and

SECRECY LAWS CERTIFICATE

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OREGON DEPARTMENT OF REVENUE

SECRECY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- **Income tax***—Class C felony; up to $125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- **Inheritance tax**—Class C felony; up to $125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- **Industrial property tax**—Up to $10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- **Timber tax**—Up to $5,000 fine; dismissal from state employment. (ORS 321.686)
- **Employment Department**—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]

* *These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).*

Penalties for unauthorized disclosure of federal tax information

- **IRC Sect. 7213**—Felony; up to $5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- **IRC Sect. 7213A**—Up to $1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.

** *Damages may include $1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.*

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

- Transient lodging tax ORS 320.330
- Cigarette tax ORS 323.403
- Tobacco products tax ORS 323.595
- Emergency communications tax ORS 403.230
- Oil and gas production tax ORS 324.170
- Hazardous substances tax ORS 453.410
- Petroleum products tax ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

ORS 308.413

(1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:

(a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.

(b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.

(c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.

(2) The Department of Revenue shall make rules governing the confidentiality of information under this section.

(3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding $10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forestland pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding $5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4)The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

OREGON DEPARTMENT OF REVENUE

SECRECY LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6), ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.
The laws have been explained to me.
I have been furnished with a copy of the laws.
I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

VENDORS, CONTRACTORS, BUSINESS PARTNERS

PRINT your full name | Business telephone number

Print full name of business or organization for which you are acting in an official capacity

Address of business or organization | SSN (Collection agency employees only)

What is the nature of your business? | Duration of contract or visit

Revenue contact | Area where you'll be working

Signature | Date

X

REVENUE EMPLOYEES

PRINT your full name | Date

Signature

X

AGENCY USE

☐ In Compliance ☐ Not in Compliance

150-800-033 (Rev. 2-11) 4

OREGON FRONTIER CHAMBER OF COMMERCE
311 S. MAIN STREET | P.O. BOX 315 | CONDON, OR 97823
(541) 384-7777 | KLYNN@OREGONFRONTIERCHAMBER.COM

City of Condon
128 S Main St.
Condon, OR 97823
(541)384-2711

The Oregon Frontier Chamber of Commerce is seeking the support of the City of Condon Council for the annual street dances held in Condon, OR. We are looking for approval for street dances to be held during the 4th of July weekend and August 3rd. The Artisans Markets and Dance would be held on Main Street, between W Gilliam St and W Walnut St (Hwy 19). We are currently working with the Oregon Department of Transportation, Gilliam County Sheriff's Office, and surrounding businesses, to ensure all parties are in support of these important community events.

The Chamber appreciates the years of support that the City of Condon, including its Council members and employees, have provided throughout the years. We look forward to continuing to work together to host events within our town that foster a sense of community and bring new folks into the area.

Sincerely,

Brooklynn Griffith
Interim Executive Director

Shania Drinkwine-Wagenaar
Executive Director
Oregon Frontier Chamber of Commerce

PUBLIC WORKS LABORER
POSITION DESCRIPTION

Department: Public Works Laborer

Accountable to: Public Works Superintendent

Supervises: NA

FLSA Status: Permanent Full Time

Adopted: March 6, 2024

General Position Summary

Public Works Laborer is expected to operate under supervision of the Public Works Superintendent. This position requires a variety of semi-skilled maintenance work, operation of equipment in the construction, operation, maintenance, repair and replacement of the city's water system, sanitary sewer system, storm water system, streets, park, and golf course.

Essential Functions

This position may not include all duties listed nor do the listed examples include all tasks.

- Record flows and depths of wells, reservoirs, and lagoons.
- Take water and sewer samples and send or prepare for collection for analysis.
- Read and record water meter readings.
- Install and maintain water and sewer mainlines and services.
- Assist with operation of transfer station and recycle depot as needed from attendants.
- Operate and maintain various equipment used to install water and sewer lines. Examples dump truck, excavators, cut-off saws, asphalt saws, backhoe, and compactors.
- Assist with street and sidewalk maintenance that will include operation of equipment to plow and repair.

Education, Certification & Experience

Education, certification, and experience listed in the minimum standard and required for this position:

- High School Diploma or GED Equivalent
- Oregon Class B Commercial Driver's License – must have a Class C Driver's license at date of hire and be able to obtain Class B CDL within 3 years of date of hire.
- Wastewater Collection Level 1 – must obtain within 1 year of date of hire.
- Wastewater Treatment Level 1 - must be obtained within 1 year of date of hire.
- Water Distribution Level 1 – must be obtained within 2 years of date of hire.
- Cross Connection Specialist Certification – must be obtained within 1 year of date of hire.

Additional Preferred Requirements

- Oregon Flagger Card
- CPR/AED Certification
- Oregon Limited Maintenance Electrician License

Ability to:

- Follow oral and written instructions.
- Read and interpret legal, technical, regulatory, and operational instructions and manuals.
- Communicate effectively and establish and maintain working relationships with other City departments, other city employees, regulatory agencies and interested and affected parties.
- Accept constructive criticism.
- Calmly and effectively process high stress situations.
- Conduct oneself with integrity, morality, character, and trustworthiness.
- Troubleshoot and respond to alarms and potential issues; evaluate situations to make initial assessment of potential problems and decide on the appropriate problem-solving solution.

Working Conditions & Physical Requirements

The majority of the duties take place outside of buildings with exposure to all types of weather conditions, sewage, biohazards, traffic, dirt, oil grease, fumes, noise and chemicals.

While performing the duties of this position the employee is frequently required to sit, stand, bend, kneed, stoop, reach, climb and manipulate objects. The positions require mobility. Many duties are physically demanding and require moving materials withing up to 50 pounds on a regular basis and up to 100 pounds occasionally, which may be concrete, pipes or equipment. Mental and visual demands are required on a continuous basis with constant alertness or activity requiring hand/eye coordination.

Tools & Technology

Materials and equipment used include, but not limited to:

- Backhoe, excavator, skid-steer, tractor, golf mowers, riding lawn mowers, push lawn mowers and gas-powered saws.
- Hand tools including but not limited to shovels, posthole diggers, rakes, electric drills.
- Computer, mouse/trackball, ten key/calculator, copier, fax machine, scanner, email, telephone, and office supplies.

Work Schedule

The typical work week is Monday – Friday 6:30 a.m. t 3 p.m. – April 1 – October 31; 7:30 a.m. – 4 p.m. November 1 – March 31. City Farm and On Call schedule that includes weekends and after hours (if necessary) is rotated with other Public Works employees.

Signature: _____ Date: _____

Attest: _____ Date: _____

Revised: March 6, 2024

CITY ADMINISTRATOR
POSITION DESCRIPTION

Department: Administration

Accountable to: Council

Supervises: Public Works Superintendent & Administrative Assistant

FLSA Status: Exempt

Adopted: February 7, 2023

General Position Summary

The City Administrator is under the general direction of the City Council that implements policy as established by them through policy and the City Charter. Administers, plans, and directs the overall operations and functions of the City; oversees and/or performs work relating to the maintenance of official city records, financial management, budgeting, planning; performs related work as required.

Classification Summary

The primary function of an employee in this class is to provide leadership, policy guidance to department heads and carry out the vision, goals, and priorities of the City Council. The City Administrator assisted elected officials in establishing policy and long-term goals, ensures the financial security of tax dollars and monitors the overall fiscal activity of the City; builds strong community relations and develops relations with local, state, and federal officials; and ensures City's work environment is responsive, respectful and innovative; and ensures city employees are held accountable for quality services.

Essential Functions

This position may not include all of the duties listed nor do the listed examples include all tasks.

- Manages the day-to-day operations and internal affairs of the City as the administrative head of the City government.
- Attending city council meetings which include committee meetings.
- Maintain electronic council meeting packets and maintain minutes, agendas, resolutions, ordinance, correspondence for council, budget, planning commission and committee meetings.
- Develops policies, procedures, and processes as needed to implement the decisions of the City Council.
- Performs and directs research on issues, policies and political developments; advises the apprises the City Council to keep them effectively informed.
- Recommends executive, administrative and legislative actions to the City Council.
- Prepares and administers the City's budget in coordination with department heads; develops financial projections; recommends budgetary modifications; and monitors overall fiscal activity of the City.

- Maintain computerized accounting systems that include utility billing, accounts receivables, accounts payable and general ledger.
- Prepare and complete payroll functions with accountings systems and prepare necessary reports.
- Prepare and oversee City planning department functions. Schedule meetings, process applications and coordinate with planning consultant.
- Performs supervisory role of administrative staff and department heads.
- Oversee City election process in accordance with local and state laws and City Charter.
- Meets with businesses, and local, state and federal entities to maintain positive relationship in cooperating projects, grant submittals and economic development.
- Attends meetings and represents the City in various community organization groups explaining city issues and projects and encourages citizen participation and support.

Specific Job Skills

Knowledge and Skills

- Municipal government operations relating to staffing, budget and program execution.
- Familiar with accounting terms and processes.
- Political processes at all levels of government.
- Federal, state and local laws impacting local government operations.
- Various revenue sources are available to local governments including state, and federal sources.
- Budget and fiscal oversight.
- Effective leadership methods and supervisory and evaluation skills.
- Facilitation and partnership building.
- Operation of a personal computer and job-related software applications.
- English grammar and punctuation.

Abilities

- Supervise, lead, direct and evaluate the cities activities of City departments to ensure achievement of City goals and priorities.
- Plan, implement and oversee programs of departmental operations and activities.
- Lead and work in a team environment under stressful situations.
- Inspire confidence in citizens, staff and the City Council to achieve the City's goals and objectives.
- Balance conflicting political goals and direction with an outcome of positive achievements for the organization.
- Analyze a variety of financial problems and make recommendations.
- Coordinate a variety of intra-governmental administrative matters.
- Interpret laws, ordinances and regulations common to municipal organizations.
- Prepare and present accurate and reliable reports containing findings and recommendations.
- Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology.
- Performs a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines.
- Demonstrate integrity, ingenuity and inventiveness in the performance of assigned tasks.

- Operate a personal computer using program applications appropriate to assigned duties. Communicate effectively and establish and maintain working relationships with other City employees, the public, elected officials, community leaders and other interested affected parties.

Education, Certification & Experience

Education and experience requirements listed are minimum standards. Other equivalent combinations of education, certifications, training, and experience may be considered.

- Bachelor's degree in public administration, business administration, accounting, planning or a related field is required and five (5) years of experience in city management or related experience required.
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Additional Requirements

- Valid Oregon Drivers License or one obtained within three (3) months of date of hire.
- Must have an acceptable driving record.
- Use of personal vehicle for city business will be prohibited if the employee does not have personal insurance coverage.

Working conditions

Work in this position is typically performed in an office environment. Typically requiring reaching, fingering, grasping, talking, hearing, seeing and repetitive motions. Also may require periods of sitting with attention to a computer keyboard, light lifting up to 30 pounds, reaching for files, accuracy in recording information and frequent interruptions of work may be experienced by others seeing information in person or by phone or by changes in the office. On occasion may deal with distraught or difficult individuals.

Tools, Tasks & Technology

Materials and equipment used include, but not limited to:

Computer, mouse/trackball, ten key/calculator, copier, fax machine, scanner, email, telephone and office supplies.

Physical Demands

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions effectively on the telephone and in person.
- Sufficient visual acuity, with or without reasonable accommodations, which permits the employe to comprehend written work instructions and to review, evaluate and prepare a variety of written documents and materials.
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate computer equipment and other office equipment.

- Sufficient and personal mobility, flexibility, agility, and physical reflexes with or without reasonable accommodation, which permits the employe to work in an office environment and make presentations to large and small groups.

Signature: _____ Date: _____

Attest: _____ Date: _____

Revised March 6, 2024

Kathryn Greiner

From: Rachel Boyer <rachel.boyer@co.gilliam.or.us>
Sent: Tuesday, February 13, 2024 1:59 PM
To: Kathryn Greiner
Subject: Budget Committee

HI Kathryn,

I am interested in serving on the budget committee for the City of Condon.

Thank you!

Rachel Boyer, MBA, CMA
Finance Director
PO Box 427
221 S Oregon St
Condon OR 97823
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POINT AND PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point and Pay, LLC ("**PNP**") d/b/a Point & Pay
A subsidiary of NAB, doing business in Delaware

CITY OF CONDON, OR (CLIENT NAME)

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached client application ("**Client Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 Payment types are Debit Cards, Credit Cards or electronic checks ("**e-Check**"). A "**Debit Card**" is a valid payment card with a VISA, MasterCard or Discover Network mark that is tied to a cardholder's bank account or a prepaid account and which is processed with or without the use of a PIN. A "**Credit Card**" is a valid payment card authorizing the cardholder to buy goods or services on credit and bearing the service mark of VISA, MasterCard, Discover Network or AXP. Client agrees to comply with and be subject to all rules and regulations of MasterCard International, Inc., ("**MasterCard**"), Visa International ("**VISA**"), Discover Network ("**Discover Network**"), American Express ("**AXP**") (collectively, the "**Rules**") and National Automated Clearing House Association rules and regulations ("**NACHA Rules**"), as they may exist or are modified from time to time and as applicable to Client's activities under this Agreement. Client also agrees to comply with all guidelines, policies and procedures for services provided to Client by PNP from time to time.

1.1.3 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate that uses the Services shall complete a Client Application prior to commencement of the Services after which PNP will recognize such Affiliate as the Client pursuant to all of the terms and conditions of the Agreement.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder or checking account owner and the Client (provided that, with respect to applicable service or convenience fees charges, such portion of the transaction will be between Customer and PNP).

1.4 e-Check Transactions ACH Authorizations

1.4.1 Definitions

1.4.1.1 "**ACH Entry**" means any electronic funds transfer initiated through the ACH System resulting in a credit to a Designated Account ("Debit Entry") or a debit to a designated account ("Credit Entry");

1.4.1.2 "**ACH System**" means the automated clearinghouse or other system used for bulk file transfers;

1.4.2 e-Check Transactions. e-Check transactions are executed by creating or originating authorized ACH Entries using checking account information provided by a Customer. PNP will provide ACH origination services to Client relating to ACH Entries, pursuant to the terms of this Agreement and the NACHA Rules, with PNP's designated financial institution acting as an Originating Depository Financial Institution ("**ODFI**") with respect to such ACH Entries. In addition:

1.4.2.1 Client authorizes PNP and its designated ODFI to originate Entries on behalf of Client;

1.4.2.2 Client agrees to any restrictions on the types of ACH Entries that may be originated;

1.4.2.3 Subject to Section 8.3 below, Client acknowledges and agrees to the right of the PNP and its designated ODFI to terminate or suspend this Agreement for breach of the Rules in a manner that permits PNP and the ODFI to comply with the Rules;

1.4.2.4 Client acknowledges and agrees to the right of PNP and the ODFI to audit Client's compliance with the Agreement, including compliance with NACHA Rules; and

1.4.2.5 Client represents and warrants that it has the full authority and capacity to bind its Affiliates to the terms of the Agreement.

1.5 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its Customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.6 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.7 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience or service fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation and Monthly Fees

If applicable, Client shall pay a one-time Activation Fee and Monthly Fees as set forth on the Client Application. If Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, all unpaid fees that would have been assessed in the first year of the Term shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, and without limiting any other rights it may have, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to convenience or service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("**ACH**") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas,

know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user Customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website which may be amended or modified at any time: https://www.pcisecuritystandards.org.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the non-exclusive provider of fee-based electronic payment services and that Client may procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the Third (3rd) anniversary of the Effective Date (the "**Initial Term**"). This Agreement will automatically renew for successive one (1)-year terms (each, a "**Renewal Term**," and the Initial Term and any Renewal Term may be referred to as a "**Term**"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("**Notice**").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP

shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, pandemics or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of OREGON without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client:	See Merchant Application
If to PNP:	Point and Pay, LLC 110 State St. East Oldsmar, FL 34677

SECTION 13 MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement, including, without limitation, the Rules and NACHA Rules. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "**Effective Date**").

Point and Pay, LLC	**CITY OF CONDON, OR**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Exhibit A
Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its Customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows Customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.

- **Web Module.** The Web Module allows Customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."

- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to Customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

PNP shall provide services and technical support to Client via telephone during regular business hours. Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Kathryn Greiner

From: Columbia Basin Rodeo Club <columbiabasinrodeoclub@gmail.com>
Sent: Saturday, February 24, 2024 8:20 PM
To: Kathryn Greiner
Subject: Thank you

Thank you,
Maxine Davis
Columbia Basin High School Rodeo Club