



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

**AGENDA  
CITY OF CONDON  
REGULAR MEETING  
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON  
Wednesday, August 5, 2020, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. PUBLIC COMMENT**
  - 4.1. The Council may hear discussion of unannounced items from the floor and the comments on the agenda items. Comments are limited to five (5) minutes.
- 5. CONSENT AGENDA**
  - 5.1. Review & Approve the July 1, 2020 Regular City Council Meeting Minutes
  - 5.2. Review July Accounts Payable
  - 5.3. Review VISA Statements
  - 5.4. Review & Approve Kirby Nagelhaught Construction Company Progress Payment
- 6. OLD BUSINESS**
  - 6.1. Condon School District Grade School Lease Agreement
  - 6.2. City Hall Remodel Update
  - 6.3. Fiber Council Update
  - 6.4. COVID-19 Update
- 7. NEW BUSINESS**
  - 7.1. COVID - State of Oregon Agreement
  - 7.2. Review & Approve Administrative Assistant Position Description
  - 7.3. Review & Approve OLCC License Renewals - Condon Food Mart, Elks Lodge #1869 Condon, Hotel Condon and the Buckhorn, Murray's Condon Pharmacy, The Condon Round-up (3) & Two Boys Meat & Groceries.
  - 7.4. Discuss ODOT Sidewalk ADA Ramp Design
  - 7.5. Discussion Housing Projects - Urban Planner & Work Session
- 8. STAFF REPORTS**
  - 8.1. Public Works - Public Works Superintendent Gibb Wilkins
  - 8.2. Police - Gilliam County Sheriff Gary Bettencourt



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

**9. COUNCIL INFORMATION**

**9.1. Election Information**

**10. NEXT REGULAR MEETING DATE**

**10.1. The next regular meeting of the Condon City Council is Wednesday, September 2, 2020, 7 p.m.**

**11. ADJOURN REGULAR MEETING**

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

***Agenda prepared and distributed July 30, 2020***



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## City of Condon Regular Council Meeting Minutes Wednesday, July 1, 2020 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 Tom Fatland, Donald Jamieson, Jan Stinchfield, Dawn Parm, Michael Cronk; Public Works Superintendent Gibb Wilkins, City Administrator Kathryn Greiner and Gilliam County Sheriff Gary Bettencourt.

**Absent:** Councilor Brian Barnett

### 3. ADDITIONS TO AGENDA

None

### 4. PUBLIC COMMENT

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

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### 5. CONSENT AGENDA

- 5.1. Review & Approve the June 3, 2020 Budget Hearing and Regular Council meeting minutes.

A motion was made by Councilor Fatland to approve the June 3, 2020 regular Council meeting and budget hearing. The motion was seconded by Councilor Stinchfield and approved unanimously.

- 5.2. Review June 2020 Accounts Payable

Councilor Fatland asked about the broken window replaced by CAT, which was an accident of an item going through it, breaking it.

- 5.3. Review VISA Statements

No questions or comments.

### 6. OLD BUSINESS

- 6.1. City Hall Remodel Update

CA Greiner noted that there is a change order to add the asbestos and lead paint abatement which is to be completed this week. She anticipates subcontractors will walk through the project next week with construction to start soon afterwards. The project is estimated to take 3 months. She stated that there is another change order of approximately \$1,700 for the metal exterior stairs off the back of City Hall.

- 6.2. Fiber Council Update



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Councilor Stinchfield added that there are no updates of the Council at this time. CA Greiner said that she would like to schedule a meeting in July or early August to discuss a plan to use the dark fiber and the 200 mbps connection that the City is getting from Windwave.

### **6.3. COVID-19 Update**

CA Greiner stated that the business water/sewer credit for COVID effected businesses is done in the month of July and asked if the Council wanted to renew it for July's bill paid in August. She also noted that the money given to the Condon Food Pantry has approximately \$1,000 balance and asked to continue that program as long as the money lasts. CA Greiner noted that late fees and shuts offs have been waived since April, but there has been less cases of needing to charge people and asked that it also be waived until a review in August. It was the consensus of the Council to review the business credits and late fee issues at the August council meeting.

## **7. NEW BUSINESS**

### **7.1. Condon School District Deed Agreement for Grade School Property**

City Attorney Wyatt Baum was on the phone to explain any issue and answers questions regarding the proposed Purchase and Sales agreement of Condon School District(CSD) for their property. The council had received the signed copy of the deed agreement from CSD and CA Greiner noted that she had made several changes with Baum before signature. Baum stated that the agreement was standard and had nothing that would expose the city to undue risk. He said that the biggest potential concern was the underground oil tanks. Councilor Fatland asked about the asbestos in the Condon Grade School building, which Baum stated that there would be there and the City can ask CSD for the records and disclosure of any asbestos. Baum will follow up with CSD attorney. Councilor Jamieson stated that CSD had a camera of the boiler and abated some of the asbestos by covering it. It was noted that it was in the asbestos was in the floor tiles.

**A motion was made by Councilor Jamieson to approve the Purchase and Sales Agreement with Condon School District. The motion was seconded by Councilor Dawn Parm and approved unanimously.**

### **7.2. Condon School District Condon Grade School Lease Agreement**

Councilors received a draft of the lease to Condon School District for the Condon Grade School building that had comments from CA Greiner and Baum's response. Baum explained that most of the lease agreement mirrored the Purchase and Sales Agreement, but spelled out the terms in more details. The agreement will allow the school to use the building until August 31, 2022 and be responsible for all repairs to allow for continued use and safety of the occupants. CSD will insure for any issues with the building as if they still own it. CA Greiner stated that in talking with the City insurance, agent, that the City would be required to put insurance as owner of the building. Baum stated that there should be minimal cost to insure as a property but also have the school add the City as an additional insured. Councilor Fatland asked about Section 12 that allows CSD to sublease the property. Baum explained that if they did sublease it, the subleasee would be responsible for the same items that are in the City lease. Baum added that is not the same as a rental agreement - such as renting the gym or other portion of the building. Councilor Stinchfield asked what happens if CSD needs the building past August 31, 2022, with Baum stating that they could renegotiate the lease date. CA Greiner stated that she wanted the agreement to be very clear that CSD must clean the building out completely so the City would not have to hire people to clean it and take items out. Baum stated that the lease was changed that they must clean everything out at the end of the lease.

**A motion was made by Councilor Stinchfield to approve the lease between the City of Condon and Condon School District. The motion was seconded by Councilor Jamieson and approved unanimously.**

CA Greiner asked the council how they wanted to proceed with the planning of housing on the baseball field and the Condon Grade School. Councilor Jamieson asked that a master plan be done for the housing development. CA Greiner said that the Housing Committee had several items of lot size and to move forward with engineering with proposed street and utilities. She



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offered to have a regional representative of Oregon Department of Land Conservation and Development, Nate Stice, Pioneer CDC or the county participate in a work session. It was the consensus of the Council to have a work session in August with CA Greiner to research if there has been other governmental entities that have done similar projects and a facilitator on housing to lead the work session.

### **7.3. Finance Committee -Personnel Recommendations**

Finance Committee met and made a recommendation to the Council to approve a 3% raise for full time employees and employees that make over \$15 an hour. Employees that make less than \$15 an hour will get a \$1 an hour raise, with the exception of lifeguards, who have their own salary schedule. CA Greiner's salary raise is the 3% raise less the increase in her health insurance.

**A motion was made by Councilor Fatland to approve the Finance Committee's recommendation on salaries.. The motion was seconded by Councilor Cronk and approved unanimously.**

The Committee also recommended increasing the hours of the administrative assistant from 20 hours per week to 32 hours per week. This is not full time nor insurance eligible. CA Greiner stated that the additional duties would be accounts payable; assisting the pool manager with ordering and signage; managing Safety Committee which includes meetings, assuring adequate staff training, training logs and facility inspections; managing the rental of Memorial Hall and Golf Course which includes calendar and proper forms; plus assisting with Public Works tasks that may include correspondence, taking samples to Prineville and reservations of staff training. The Administrative Assistant position already handles a majority of the utility billing process. CA Greiner noted that to answer the question of what she will be freed up to do is two ODOT grants are due in August, housing and fiber project research. A review of the increased hours will be done after six months.

**A motion was made by Councilor Fatland to increase Administrative Assistant hours to 32 hours per week with a review in six months. The motion was seconded by Councilor Jamieson and approved unanimously.**

### **7.4. Review & Approve Windwave Master Service Agreement**

CA Greiner explained that this is an agreement that was reviewed by Baum to receive the 200 mbps service from Windwave in exchange for the right-of-way fee.

**A motion was made by Councilor Stinchfield to approve the Master Service Agreement for internet from Windwave Technologies, Inc. The motion was seconded by Councilor Dawn Parm and approved unanimously.**

### **7.5. Review & Approve Resolution 2021-01 - A Worker's Compensation Volunteer Coverage**

**A motion was made by Councilor Jamieson to approve Resolution 2021-01 - A Workers' Compensation Volunteer Coverage. The motion was seconded by Councilor Tom Fatland and approved unanimously.**

## **8. STAFF REPORTS**

### **8.1. Public Works - Public Works Superintendent Gibb Wilkins**

PW Wilkins reported that 7.1 million gallons have been pumped in June which is lower than the average, but over 1 million gallons more than May. They have fixed Well #3 and it is back on line. During Well #3 breakdown Wells #5 & 6 were able to keep up with demand. Gilliam County Road Crew has made the repairs to Spring Street at a cost of \$20,000 which was \$6,000 over the original estimate due to rock and clay soil that caused delays. Gilliam County Road Department broke an 8" water line along Cottonwood that the crew was able to fix and get back online in about 4 hours. A temporary outage of water to town after the break until water was re-routed. PW Wilkins said that the ODOT grants has issues that is delaying getting it done later than anticipated.

PW Wilkins asked for guidance on a company that repairs the telemetry that is asking the City to name them Integrator of Record. By naming them this, it would allow the City to get a discount on any work that this company does with the VFDs and telemetry. He explained that our current provider of maintenance and trouble shooting of these items is slow, if any response.



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This company has personnel in Heppner and Goldendale. PW Wilkins said that Baum has suggested that we go out for bid for this position and the City's Engineer of Record Dave Wildman said that he has worked with this company and received good service. The Council asked for more information of prices and discounts and asked PW Wilkins to bring back that information.

The second item is that PW Wilkins received a call from CSD personnel asking that the water be turned on to the baseball field to alleviate dust in that neighborhood. CSD has not turned the water on and PW Wilkins said that he sees no benefit for turning it on when it going to be developed. It was the consensus of the Council to leave the water off after taking possession.

Councilor Jamieson asked if our metal people were going to be taking the white goods at the transfer station. CA Greiner said that she spoke with RS Davis, the contractors that pick up the metal, and they will take them, but due to the back log they will not be back until September. The City will have to take compressors out of the freezer and refrigerators or pay RS Davis to remove them. Mayor Hassing asked about the water situation at the golf course. PW Wilkins said that with the shorter sets, they have only had one issue of low water in the last month. They are currently running 7-8 hours when prior they were running the irrigation 15 hours a day.

#### **8.2. Police - Gilliam County Sheriff Gary Bettencourt**

Sheriff Bettencourt said that most of the lots have been mowed and he only has 1-2 problem landowners that will probably get tickets. This is down from last year. Councilor Fatland said that he went by the Shaw property and it looks better than it has in the past. Sheriff Bettencourt said that after they removed the vehicles, no one has been back to cause a mess.

#### **8.3. Administration - City Administrator Kathryn Greiner**

CA Greiner said that the City has been awarded \$25,000 from the Federal CARES act to go toward COVID-19 expenses. She has not received it at this time, nor has seen a timeline of when it is expected, but suggested that the pool expenses may need to be supplemented with these funds due to extra staff needed to adhere to COVID-19 regulations.

### **9. COUNCIL INFORMATION**

#### **9.1. Letter from Trinity McCain - Hummingbird Project Management, LLC**

### **10. NEXT REGULAR MEETING DATE**

**10.1. The next regular meeting of the Condon City Council will be Wednesday, August 5, 2020, 7 p.m.**

### **11. ADJOURN REGULAR MEETING**

Mayor Hassing adjourned the meeting at 8:09 p.m.

\_\_\_\_\_  
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 |
|---------------------------------------|---------------------------|----------------|----------------------------------|--------------|--------------------|-------------|-----------|
| <b>CASELLE , INC</b>                  |                           |                |                                  |              |                    |             |           |
| 166                                   | CASELLE , INC             | 102911         | 2020-21 Support                  | 06/03/2020   | 1,444.00           | .00         |           |
| 166                                   | CASELLE , INC             | 102911         | 2020-21 Support                  | 06/03/2020   | 1,444.00           | .00         |           |
| 166                                   | CASELLE , INC             | 102911         | 2020-21 Support                  | 06/03/2020   | 1,444.00           | .00         |           |
| Total CASELLE , INC:                  |                           |                |                                  |              | 4,332.00           | .00         |           |
| <b>CITY/COUNTY INSURANCE</b>          |                           |                |                                  |              |                    |             |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-I2020   | Property/Liability/Auto 2020-21  | 06/12/2020   | 10,865.00          | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-I2020   | Property/Liability/Auto 2020-21  | 06/12/2020   | 10,865.00          | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-I2020   | Property/Liability/Auto 2020-21  | 06/12/2020   | 10,858.69          | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 236.96             | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 5,569.14           | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 2,251.16           | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 710.89             | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 355.45             | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 1,658.25           | .00         |           |
| 173                                   | CITY/COUNTY INSURANCE     | PO-CON-W202    | Workers' Comp Ins 2020-21        | 06/12/2020   | 1,066.34           | .00         |           |
| Total CITY/COUNTY INSURANCE:          |                           |                |                                  |              | 44,436.88          | .00         |           |
| <b>CONDON CHAMBER OF COMMERCE</b>     |                           |                |                                  |              |                    |             |           |
| 196                                   | CONDON CHAMBER OF COMM    | 678            | 2020-21 Contribution Holiday dec | 06/18/2020   | 1,700.00           | .00         |           |
| Total CONDON CHAMBER OF COMMERCE:     |                           |                |                                  |              | 1,700.00           | .00         |           |
| <b>DEPT. OF ENVIRON. QUALITY</b>      |                           |                |                                  |              |                    |             |           |
| 222                                   | DEPT. OF ENVIRON. QUALITY | JULY 2020      | WW Operator Certificate Wilkins  | 07/01/2020   | 160.00             | .00         |           |
| 222                                   | DEPT. OF ENVIRON. QUALITY | WQ21WSC-00     | WW System Operator Fee           | 07/01/2020   | 100.00             | .00         |           |
| Total DEPT. OF ENVIRON. QUALITY:      |                           |                |                                  |              | 260.00             | .00         |           |
| <b>GODDARD, JEMMA</b>                 |                           |                |                                  |              |                    |             |           |
| 1094                                  | GODDARD, JEMMA            | JULY 2020      | Dep Refund 3465.06 211 W Well    | 07/01/2020   | 71.24              | .00         |           |
| Total GODDARD, JEMMA:                 |                           |                |                                  |              | 71.24              | .00         |           |
| <b>INLAND DEVELOPMENT CORPORATION</b> |                           |                |                                  |              |                    |             |           |
| 897                                   | INLAND DEVELOPMENT CORP   | JULY 2020      | MRC Fiber Project                | 07/01/2020   | 2,000.00           | .00         |           |
| Total INLAND DEVELOPMENT CORPORATION: |                           |                |                                  |              | 2,000.00           | .00         |           |
| <b>LEAGUE OF OREGON CITIES</b>        |                           |                |                                  |              |                    |             |           |
| 362                                   | LEAGUE OF OREGON CITIES   | 2020-200211    | 2020-21 Membership Dues          | 07/01/2020   | 607.89             | .00         |           |
| Total LEAGUE OF OREGON CITIES:        |                           |                |                                  |              | 607.89             | .00         |           |
| <b>MILLS, BRITTANI</b>                |                           |                |                                  |              |                    |             |           |
| 1093                                  | MILLS, BRITTANI           | JULY 2020      | Dep Refund 1136.05 323 S Jeffer  | 07/01/2020   | 86.04              | .00         |           |
| Total MILLS, BRITTANI:                |                           |                |                                  |              | 86.04              | .00         |           |

| Vendor                  | Vendor Name      | Invoice Number | Description                   | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|-------------------------|------------------|----------------|-------------------------------|--------------|--------------------|-------------|-----------|
| POST MASTER             |                  |                |                               |              |                    |             |           |
| 463                     | POST MASTER      | JULY 2020      | Postage Trust Account         | 07/10/2020   | 250.00             | .00         |           |
| 463                     | POST MASTER      | JULY 2020      | Postage Trust Account         | 07/10/2020   | 250.00             | .00         |           |
| 463                     | POST MASTER      | JULY 2020      | Postage Trust Account         | 07/10/2020   | 250.00             | .00         |           |
| Total POST MASTER:      |                  |                |                               |              | 750.00             | .00         |           |
| SPARKMAN, LORENA        |                  |                |                               |              |                    |             |           |
| 1095                    | SPARKMAN, LORENA | JULY 2020      | Dep Refund 5487.06 409 N Main | 07/03/2020   | 25.67              | .00         |           |
| Total SPARKMAN, LORENA: |                  |                |                               |              | 25.67              | .00         |           |
| Grand Totals:           |                  |                |                               |              | 54,269.72          | .00         |           |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Administrator: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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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 |
|-----------------------------------------|----------------------------|----------------|---------------------------------|--------------|--------------------|-------------|-----------|
| <b>BOHN'S PRINTING</b>                  |                            |                |                                 |              |                    |             |           |
| 148                                     | BOHN'S PRINTING            | 58435          | Copier Charge                   | 06/30/2020   | 8.83               | .00         |           |
| Total BOHN'S PRINTING:                  |                            |                |                                 |              | 8.83               | .00         |           |
| <b>BOX R WATER ANALYSIS LAB</b>         |                            |                |                                 |              |                    |             |           |
| 151                                     | BOX R WATER ANALYSIS LAB   | 416181         | Biochemical Oxygen              | 06/10/2020   | 99.00              | .00         |           |
| 151                                     | BOX R WATER ANALYSIS LAB   | 41685          | MPN/ Enumeration                | 06/10/2020   | 55.00              | .00         |           |
| 151                                     | BOX R WATER ANALYSIS LAB   | 41693          | E coli Coliform Testing         | 06/10/2020   | 63.50              | .00         |           |
| Total BOX R WATER ANALYSIS LAB:         |                            |                |                                 |              | 217.50             | .00         |           |
| <b>C.M. &amp; W.O. SHEPPARD, INC.</b>   |                            |                |                                 |              |                    |             |           |
| 868                                     | C.M. & W.O. SHEPPARD, INC. | 99631          | Golf Repair                     | 05/30/2020   | 16.74              | .00         |           |
| Total C.M. & W.O. SHEPPARD, INC.:       |                            |                |                                 |              | 16.74              | .00         |           |
| <b>COUNTRY FLOWERS</b>                  |                            |                |                                 |              |                    |             |           |
| 204                                     | COUNTRY FLOWERS            | JUNE 2020      | Planning Lunch Expense          | 06/30/2020   | 26.35              | .00         |           |
| Total COUNTRY FLOWERS:                  |                            |                |                                 |              | 26.35              | .00         |           |
| <b>DEVIN OIL COMPANY</b>                |                            |                |                                 |              |                    |             |           |
| 224                                     | DEVIN OIL COMPANY          | JUNE 2020      | Water Impr Fuel                 | 06/30/2020   | 99.27              | .00         |           |
| 224                                     | DEVIN OIL COMPANY          | JUNE 2020      | Water Fuel                      | 06/30/2020   | 225.18             | .00         |           |
| 224                                     | DEVIN OIL COMPANY          | JUNE 2020      | Sewer Fuel                      | 06/30/2020   | 225.19             | .00         |           |
| Total DEVIN OIL COMPANY:                |                            |                |                                 |              | 549.64             | .00         |           |
| <b>HATTENHAUER DIST.</b>                |                            |                |                                 |              |                    |             |           |
| 304                                     | HATTENHAUER DIST.          | JUNE 2020      | Water Improvement               | 06/30/2020   | 34.15              | .00         |           |
| 304                                     | HATTENHAUER DIST.          | JUNE 2020      | Golf Fuel                       | 06/30/2020   | 188.57             | .00         |           |
| 304                                     | HATTENHAUER DIST.          | JUNE 2020      | Park Fuel                       | 06/30/2020   | 29.21              | .00         |           |
| Total HATTENHAUER DIST.:                |                            |                |                                 |              | 251.93             | .00         |           |
| <b>KIRBY NAGELHOUT CONSTRUCTION CO.</b> |                            |                |                                 |              |                    |             |           |
| 1500                                    | KIRBY NAGELHOUT CONSTRU    | CH REMODEL     | City Hall Remodel Contract Paym | 07/09/2020   | 28,370.00          | .00         |           |
| Total KIRBY NAGELHOUT CONSTRUCTION CO.: |                            |                |                                 |              | 28,370.00          | .00         |           |
| <b>M &amp; A AUTO PARTS</b>             |                            |                |                                 |              |                    |             |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Sewer                           | 06/30/2020   | 34.14              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Park                            | 06/30/2020   | 33.98              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Pool                            | 06/30/2020   | 84.22              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Golf Supplies                   | 06/30/2020   | 33.16              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Golf Supplies                   | 06/30/2020   | 23.98              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Golf Repair                     | 06/30/2020   | 229.42             | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Sewer                           | 06/30/2020   | 49.32              | .00         |           |
| 371                                     | M & A AUTO PARTS           | JUNE 2020      | Water                           | 06/30/2020   | 84.86              | .00         |           |
| Total M & A AUTO PARTS:                 |                            |                |                                 |              | 573.08             | .00         |           |

| Vendor                           | Vendor Name              | Invoice Number | Description           | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid |
|----------------------------------|--------------------------|----------------|-----------------------|--------------|--------------------|-------------|-----------|
| MORROW COUNTY GRAIN GROW.        |                          |                |                       |              |                    |             |           |
| 377                              | MORROW COUNTY GRAIN GRO  | JUNE 2020      | Swimming Pool Propane | 06/30/2020   | 1,232.25           | .00         |           |
| Total MORROW COUNTY GRAIN GROW.: |                          |                |                       |              | 1,232.25           | .00         |           |
| <b>Western States Equipment</b>  |                          |                |                       |              |                    |             |           |
| 572                              | Western States Equipment | IN001346570    | Sewer Supplies        | 06/29/2020   | 27.64              | .00         |           |
| Total Western States Equipment:  |                          |                |                       |              | 27.64              | .00         |           |
| Grand Totals:                    |                          |                |                       |              | 31,273.96          | .00         |           |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Administrator: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made and entered into effective on \_\_\_\_\_, 2020 (the "**Effective Date**"), by and between Condon School District 25J ("**Seller**"), whose address is 210 E. Bayard Street, Condon, OR 97823 and City of Condon ("**Buyer**"), whose address is 128 S. Main Street, Condon, OR 97823.

### RECITALS:

- A. Seller owns real property located in Gilliam County, Oregon described on attached Exhibit A ("**Property**"). The Property is comprised of two parcels: 1) The School Parcel which includes tax accounts 594 and 595 ("**School Parcel**"); and the Field Parcel which includes tax accounts 627, 628, and 629 ("**Field Parcel**").
- B. Seller agrees to sell to Buyer the Property (together with all rights and appurtenances associated therewith, including any right, title and interest of Seller in and to adjacent public streets, alleys, sidewalks and rights-of-way), consisting of approximately 5.23 acres in Gilliam County, Oregon.
- C. The Seller desires to lease back the School Parcel through August 31, 2022.
- D. Subject to the terms and conditions contained in this Agreement, Buyer desires to purchase the Property from Seller (the "**Transaction**").

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. RECITALS

The recitals are hereby incorporated into this Agreement by reference.

#### 2. SALE OF PROPERTY AND LEASE OF SCHOOL PARCEL

2.1 Purchase Price. The purchase price for the property will \$0.00 plus other valuable consideration.

2.2 Lease of School Parcel. Within 30 days of the execution of this Agreement, the parties shall enter into a lease of the School Parcel effective from the date of Closing to August 31, 2022. The lease shall be at no cost, and Seller shall be responsible for all utilities, maintenance and insurance on the School Parcel for the duration of the lease. If major repairs are needed on the School Parcel, Seller will undertake such repairs, in its sole discretion, as needed for its use during the duration of the Lease. However, Seller shall not be obligated to

make any major repairs or renovations and Buyer will accept the School Parcel "AS IS" at the end of the Lease term ("**Lease**"). This provision shall survive closing.

### 3. SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

3.1 Authority; Binding Obligation; No Conflicts. Subject to the condition that the Seller's Board must declare the Property Surplus and the limitations described in paragraph 3.6 below, Seller has full power and authority to sign and deliver this Agreement and to perform all of Seller's obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement referenced herein, constitute a valid and binding agreement of Seller. Seller's execution, delivery, and performance of this Agreement, and any agreement referenced herein, will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Property. Seller has good title to the Property free and clear of any lien, mortgage, pledge, or security interest. Seller will transfer and convey the Property to Buyer free and clear of any and all Encumbrances except for the Permitted Closing Encumbrances. For purposes of this Agreement, "**Encumbrance(s)**" means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, or other encumbrance.

3.3 Compliance with Laws. To the Knowledge of Seller, the Property is in compliance with any and all Legal Requirements. To the Knowledge of Seller, no event has occurred or circumstances exist that may result in Seller and/or the Property's failure to comply with any Legal Requirement. Seller and/or the Property are not subject to any judgment and/or order and there are no actions, judgments, suits, audits, hearings, proceedings, orders, investigations, and/or claims pending or threatened against Seller and/or the Property (or any portion thereof), including, without limitation, any pending or threatened condemnation proceeding, whether at law or in equity, or before or by any governmental department, commission, board, bureau, agency, and/or instrumentality. "**Legal Requirement(s)**" means any and all laws, statutes, ordinances, codes, regulations, orders, rules, covenants, conditions, easements, declarations, leases, liens, and restrictions directly or indirectly affecting or concerning the ownership, use, condition, maintenance, leasing, and/or operation of all or any part of the Property, including, without limitation, all Environmental Laws (as defined below). For purposes of this Section 3, "**Knowledge of Seller**" means the actual knowledge of the representative signing this Agreement below without investigation or inquiry.

3.4 Environmental. Seller shall within fifteen (15) calendar days deliver to Buyer complete copies of any and all environmental reports, studies, analyses, surveys, tests, and site assessments relating to the Property in Seller or any member of Seller's possession, all without representations or warranties of any kind or nature whatsoever and also on the express condition that Buyer may not rely on such reports, etc. without obtaining assurances from the preparers (at Buyer's cost and expense). Seller is not a party to any contract, settlement agreement, or other

similar arrangement that requires or may require Seller to have any liability or obligation of any kind arising out of any Environmental Law related to the Property. Seller has not received any verbal and/or written notice from any governmental authority or other person regarding any actual, alleged, or potential failure of the Property to comply with any Environmental Law. No action, arbitration, audit, hearing, investigation, litigation, suit, or other proceeding is pending or, to the Knowledge of Seller threatened against Seller or the Property relating to the failure of the Property to comply with any Environmental Law.

As used in this Agreement, the term “**Environmental Law(s)**” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

3.5 **Non-Foreign Person.** Seller is not a “foreign person” for purposes of Internal Revenue Code Section 1445.

3.6 **Bond Funds.** A portion of the School Parcel was improved using the proceeds of a School Bond. The City will not lease or sell the School Parcel, as defined in this Agreement, until after June 15, 2023. The parties agree to include any necessary language in the closing documents required by Seller’s Bond and tax counsel. This provision shall survive closing.

3.7 **Accuracy of Representations and Warranties.** None of Seller’s representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

3.8 **School Board Declaration.** As an express condition to Closing, Seller’s Board must have declared the Property surplus by May 13, 2020. If Seller’s Board has not declared the Property Surplus by this date, then this Agreement shall automatically terminate and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

#### 4. **BUYER’S REPRESENTATIONS AND WARRANTIES**

4.1 **Buyer Representations and Warranties.** Buyer has full power and authority to sign and deliver this Agreement and to perform all of Buyer’s obligations under this Agreement. The execution, delivery, and performance of this Agreement, and any agreement contemplated herein, constitute a valid and binding agreement of Buyer, enforceable in accordance with its terms. Buyer’s execution, delivery, and performance of this Agreement, and any agreement contemplated herein, will not result in a breach or violation of, nor constitute a default under, any

agreement, law, judgment, or order, or require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 No Brokers or Finders. Buyer has not retained the services of a real estate broker or agent in connection with this Agreement or the Transaction, nor incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement or the Transaction.

4.3 Accuracy of Representations and Warranties. None of Buyer's representations or warranties contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary in order to make the statements contained herein not misleading.

## 5. BUYER'S DUE DILIGENCE, CONDITIONS TO CLOSING, OBLIGATIONS OF SELLER AND BUYER

5.1 Preliminary Title Report. Within fifteen (15) calendar days after the Effective Date, Seller will order, at Seller's cost and expense, a preliminary title report showing the condition of the title to the Property, together with complete and legible copies of all exceptions listed therein (collectively, the "**Preliminary Commitment**"). Buyer will have no more than thirty (30) calendar days after Buyer's receipt of the Preliminary Commitment within which to give notice in writing to Seller (the "**Notice of Unpermitted Exceptions**") of Buyer's disapproval of any exceptions shown in the Preliminary Commitment. If Buyer fails to provide Seller the Notice of Unpermitted Exceptions within the thirty (30) day period, Seller will provide Buyer a written notice (the "**Title Notice**"). If Buyer fails to respond within fifteen (15) calendar days of the Title Notice, all exceptions set forth in the Preliminary Commitment will be Permitted Closing Encumbrances (as defined below). If Buyer timely provides Seller the Notice of Unpermitted Exceptions, Seller will notify Buyer in writing (the "**Notice of Response**") within fifteen (15) calendar days after Seller's receipt of the Notice of Unpermitted Exceptions whether Seller is willing and able to remove the unpermitted exceptions identified in the Notice of Unpermitted Exceptions (as determined by Seller in its sole discretion). If Seller is willing and able to remove such unpermitted exceptions, Seller will do so at or prior to Closing. If Seller is not willing or is unable to remove such unpermitted exceptions, Buyer may, by written notice to Seller (the "**Notice of Decision**") within fifteen (15) calendar days after Buyer's receipt of the Notice of Response, exercise any of the following rights or remedies: (a) Buyer may terminate this Agreement and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Property, except those intended to survive termination of this Agreement; (b) Buyer may accept the unpermitted exceptions that Seller is unwilling or unable to remove; or (c) Buyer may, with the written consent of Seller (which Seller will not unreasonably withhold), attempt to remove the unpermitted exceptions or any of them at Buyer's sole cost and expense and without a reduction of the Purchase Price, in which event Seller agrees to cooperate with Buyer so long as Seller does not have to incur any costs or expenses or attend any meetings. If Buyer fails to deliver the Notice of Decision to Seller within said fifteen (15) calendar day period, then Seller shall provide Buyer with a written notice. If Buyer does not provide a written waiver of the unpermitted exceptions, Buyer is deemed to have rejected the

unpermitted exceptions that Seller did not agree to remove in the Notice of Response and this Agreement will terminate.

The term “**Permitted Closing Encumbrances**” means any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) to which Buyer does not object to within the time period(s) required by this Section 5.1; any unpermitted exceptions appearing in the Notice of Unpermitted Exceptions that Seller does not agree to cure in the Notice of Response; any exceptions appearing in the Preliminary Commitment (whether the original Preliminary Commitment or the updated Preliminary Commitment) caused by Buyer; and any matters that would be disclosed on an accurate survey of the Property (unless Buyer obtains an accurate survey of the Property prior to Closing).

**5.2 Due Diligence, Inspections, Cooperation, and Environmental Reports.**

5.2.1 Buyer will have thirty (30) calendar days commencing from the Effective Date within which to complete an inspection and examination of the respective properties for the purpose of investigation and decision to consummate the Transaction, at Buyer’s sole discretion and sole cost which will include, without limitation, examining the Property for the following (“**Due Diligence Period**”): (a) the Property’s physical condition; and (b) the presence or absence of any Hazardous Substances. During the Due Diligence Period, Buyer may obtain Buyer’s cost and expense a Level I and II (if needed) Environmental Site Assessment (“**Environmental Report**”) related to the Property and conduct other studies and/or investigation(s) including, without limitation, geotechnical investigation and sampling. As used in this Agreement, the term “**Hazardous Substance(s)**” means any hazardous, toxic, infectious, and/or radioactive substance, waste, or material as defined, controlled, or listed by any Environmental Law, including, without limitation, petroleum oil and its fractions.

5.2.3 During the Due Diligence Period and during the term of this Agreement, Buyer is permitted to make inquiries, conduct meetings, and file land use applications with the appropriate governmental agencies regarding the potential development of the applicable property. If requested by the Buyer, Seller agrees to reasonably cooperate with the Buyer’s efforts to obtain entitlements for the applicable property (such as signing applications as the owner of the applicable property), provided, however, that each side will be responsible to pay their own attorneys’ fees and expert fees. Buyer, in its sole discretion, may terminate this transaction during the Due Diligence Period by written notice to Seller.

5.2.4 Prior to entry on the Property, Buyer shall provide the Seller with evidence that Buyer maintains commercial general liability insurance with limits of loss of at least \$2,000,000 combined single limit for personal injury and property damage, and that the Seller is an additional insured on such insurance policy. Buyer agrees to indemnify, defend and hold the Seller harmless from and against any and all costs, losses, damages, expenses, liabilities, actions, liens or claims (including reasonable attorneys’ fees at trial and on appeal) arising from or related to entry on the Seller’s Property by agents, employees, contractors or invitees. Buyer also agrees to restore the Property to the condition it was in prior to entry thereon Buyer and its agents, employees, contractors or invitees. Buyer’s obligations contained in this Section 5.2

herein shall survive the Closing or termination of this Agreement.

## 6. CLOSING

6.1 Closing Date. The Parties will close this Transaction with Amerititle, The Dalles, Escrow Company (the “**Title Company**”). The closing of the Transaction (the “**Closing**”) will take place in escrow at Title Company within thirty (30) calendar days after the expiration, or waiver by Buyer, of the Due Diligence Period. If Closing does not occur on or before July 1, 2020 either Party may terminate this Agreement (unless such failure to close is a result of a breach of this Agreement by the applicable party attempting to terminate) and neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement (the “**Closing Deadline**”). The date the Deed is recorded in the official records of Gilliam County, Oregon is the “**Closing Date**”.

6.2 Buyer Obligations. At the Closing, Buyer will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) the Lease; (b) a buyer’s closing statement; and (c) any other documents reasonably required by the Title Company to complete the Closing.

6.3 Seller Obligations. At the Closing, Seller will execute, acknowledge and deliver (as applicable) the following items to the Title Company: (a) a Statutory Warranty Deed, subject to only the Permitted Closing Encumbrances (the “**Deed**”); (b) a nonforeign affidavit for purposes of Internal Revenue Code § 1445; (c) the appropriate Oregon withholding tax forms; (d) a seller’s closing statement; and (e) any other documents reasonably required by the Title Company to complete the Closing. At the Closing, Seller shall deliver exclusive possession of the Property to Buyer, subject to the lease of the School Parcel to Seller.

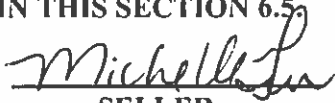
6.4 Prorations; Closing Costs. Any utilities, rents, real estate taxes and assessments, and other similar expenses with respect to the Property will be prorated between Seller and Buyer as of the 12:01 a.m. on the Closing Date as if Buyer were vested with title to the Property during the entire day upon which Closing occurs. The proration will be made at the Closing to the extent possible. Seller will pay one-half of the any escrow fees and the premium for a standard coverage title insurance policy. Buyer will pay one-half of the any escrow fees, the cost of any survey obtained by Buyer, the premium for extended title insurance coverage and for endorsements to the title insurance policy (if desired by Buyer), and the fee to record the Deed.

6.5 Title Insurance. Within fifteen (15) calendar days after the Closing Date, Title Company will furnish Buyer with an ALTA standard form Owner’s Policy of Title Insurance in the amount of the Purchase Price, insuring Buyer as the fee simple owner of the Property subject only to Title Company’s standard preprinted exceptions and the Permitted Closing Encumbrances. Buyer may obtain, at Buyer’s cost any extended title insurance coverages or endorsements requested by Buyer.

**6.5 AS IS PROVISIONS – NO OTHER WARRANTIES. BUYER ACKNOWLEDGES, AGREES AND WARRANTS TO SELLER THAT BUYER WILL CONDUCT ITS OWN INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS OF THE PROPERTY PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD AND CLOSING, AND BUYER HAS BEEN GIVEN SUFFICIENT TIME PRIOR TO ENTERING INTO THIS AGREEMENT AND WILL BE GIVEN ENOUGH TIME PRIOR TO THE DUE DILIGENCE PERIOD EXPIRATION TO THOROUGHLY CONDUCT SUCH INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS, AND WILL BE RELYING SOLELY ON SUCH INSPECTIONS, INVESTIGATIONS, STUDIES AND EVALUATIONS IN DECIDING WHETHER TO PURCHASE THE PROPERTY SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3. NEITHER SELLER, NOR ANY REAL ESTATE BROKER OR AGENT NOR ANYONE ACTING OR CLAIMING TO ACT FOR, ON BEHALF OF OR AS A REPRESENTATIVE OF ANY SUCH PARTY HAS MADE ANY REPRESENTATION, WARRANTY OR GUARANTY CONCERNING THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT ON WHICH BUYER IS OR WILL BE RELYING IN PURCHASING THE PROPERTY. SUBJECT ONLY TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, ON CLOSING, BUYER WILL PURCHASE THE PROPERTY “AS-IS”, ON A “WHERE-IS” BASIS, AND “WITH ALL FAULTS”.**

**WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 3, ON CLOSING, BUYER WILL PURCHASE THE PROPERTY SUBJECT TO: (1) ALL LATENT AND PATENT DEFECTS, ERRORS AND OMISSIONS, IN THE PROPERTY; (2) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENT, LAW OR REGULATION; (3) ANY FAILURE OF THE PROPERTY OR ANY PART OR PORTION THEREOF TO BE USABLE FOR ANY PRESENT OR EXPECTED USE; AND (4) ANY HAZARDOUS SUBSTANCES, PETROLEUM, PETROLEUM-BASED PRODUCTS, HYDROCARBON, RADON, MOLD, ASBESTOS, RADON, RADIOACTIVE MATERIAL, POLYCHLORINATED BIPHENYLS, LEAD PAINT OR OTHER TOXIC MATERIALS OR SUBSTANCES OF ANY KIND IN, ON, OVER, UNDER OR ABOUT THE PROPERTY.**

**THE PROVISIONS OF THIS SECTION 6.5 ARE A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT AND SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT THE PROVISIONS OF THIS SECTION 6.5. BUYER AND SELLER SHALL INITIAL BELOW THIS INDICATING THEIR SPECIFIC AGREEMENT TO THE PROVISIONS CONTAINED IN THIS SECTION 6.5.**

  
SELLER

\_\_\_\_\_  
BUYER

## 7. TERMINATION AND DEFAULT

7.1 Termination. This Agreement will terminate upon the earliest to occur of the following: (a) upon notice from one party to the other if Closing has not occurred by the Closing Deadline (unless such failure to close is a result of a breach of this Agreement by the applicable party attempting to terminate); or (b) automatically pursuant to the terms of Section 3.8. Upon termination pursuant to this Section 7.1, neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property or the other party, except for any obligations which survive termination of this Agreement.

7.2 Seller Default. If Seller breaches and/or otherwise fails to perform any of Seller's obligations contained in this Agreement, time of payment and performance being of the essence, Buyer will have any and all remedies available at law or in equity, including the right of immediate ex parte pre-judgment relief as provided by the Oregon Rules of Civil Procedure (without posting a bond). All available remedies are cumulative and may be exercised singularly or concurrently. This provision will not merge into the Deed and will survive the Closing.

7.3 Buyer Default. If Buyer breaches and/or otherwise fails to perform any of Buyer's obligations contained in this Agreement, time of payment and performance being of the essence, Seller will have the right, any and all remedies available at law or in equity, including upon written notice to Buyer, to terminate this Agreement.

7.4 Notice of Default. Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the defaulting party fifteen (15) calendar days' prior written notice (the "Default Notice") specifying with reasonable particularity all defaults under this Agreement that the non-defaulting party believes exist. The defaulting party will have the right to cure the alleged defaults within fifteen (15) calendar days after receipt of the Default Notice to avoid any breach under this Agreement.

7.5 Remedies. Seller acknowledges that the remedies available at law for any breach of this Agreement by Seller will, by their nature, be inadequate. Accordingly, Buyer may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained and without posting a bond.

## 8. CONDEMNATION

If, prior to the Closing, all or any material portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer of such fact in writing. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller. Upon such termination, neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by

condemnation and Buyer shall be deemed to have accepted the Property subject to the taking without a reduction in the Purchase Price

## 9. GENERAL PROVISIONS

9.1 Survival; Time of Essence. All representations and warranties made in this Agreement will survive the Closing of the Transaction for a period of two (2) years and will not merge into the Deed (meaning that applicable party must commence legal proceeding within such period or else all such enforcement rights automatically expire). Time is of the essence with respect to each and every obligation of the parties hereunder.

9.2 Attorney Fees. With respect to any dispute arising from or relating to this Agreement (even if such dispute arises after the Closing), or if a suit, action, arbitration, appeal, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.3 Assignment; Binding Effect; Notices. Neither party may assign, pledge, or otherwise transfer this Agreement without the consent of the other party, which consent may be withheld in such party's sole discretion. Subject to the foregoing, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9.4 Entire Agreement; Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction including, without limitation, the letter of intent entered into by the Parties. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.5 Governing Law; Venue; Dispute Resolution. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the

parties to this Agreement or the subject matter of this Agreement. Any action or proceeding arising out of this Agreement will be litigated in the circuit court of Gilliam County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Gilliam, Oregon. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a “Dispute”), Buyer and Seller will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be resolved as provided in this Agreement.

9.6 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or electronic transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

9.7 Person; Interpretation; Performance. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to take effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. If the date on which a performance is not otherwise specified, such performance shall be in “calendar” days. If the date on which any performance required hereunder is other than a business day, then such performance shall be required as of the next following business day. For purposes of this Agreement, a “business day” means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s).

9.8 Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.9 Statutory Warning. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

9.10 Further Assurances; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.11 Expenses. Except as otherwise provided in this Agreement, each party will bear the party's own fees, costs, and expenses incurred in connection with the Transaction, including, without limitation, the performance of this Agreement and the other agreements and documents relating to the Transaction.

9.12 Brokers. Neither party has been represented by a broker in connection with the negotiation and execution of this Agreement. Each party hereby represents and warrants to and agree with each other that it has not had, and shall not have, any dealings with any third party to whom the payment of any broker's fee, finder's fee, commission or other similar compensation ("**Commission**") shall or may become due or payable in connection with the transactions contemplated hereby. Each party shall indemnify, protect, defend and hold the other party and each employee, director, officer, agent, and representative of the other Party harmless from and against any and all claims, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by such party by reason of any breach or inaccuracy of the representation, warranty and agreement contained in this Section.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the Effective Date.

**Buyer:**

City of Condon

\_\_\_\_\_  
By:

Its:

Date Signed: \_\_\_\_\_, 2020

**Seller:**

Condon School District 251

Michelle Sen

By:

Its:

Date Signed: June 10, 2020

Exhibit A  
Legal Description of Property



## Property Profile

Prepared For:

Sharon Smith

Property Address:

220 S East St, Condon, OR 97823

Property Parcel Number:

04S21E10DB-1400

Includes the following:

- Last Vesting Document
- Tax Information
- Plat Map

Prepared by:

Sheri Magill

Please email your customer service requests to [thedalles@amerititle.com](mailto:thedalles@amerititle.com)

**Serving Gilliam, Sherman and Wasco Counties!**

The following information is provided at no cost and is for informational purposes only. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, the company assumes no liability for any errors or omissions contained herein.

H.K.Shirk

to

School District #25,  
Gilliam Co. Oregon.

Deed

Filed for record May 12, 1923, A.D. 9:00 A.M.

J.C. Sturgill County Clerk.

KNOW ALL MEN BY THESE PRESENTS, That I, H.K.Shirk, a single man, of Condon, County of Gilliam and State of Oregon, in consideration of Ten and no/100 Dollars, and other valuable considerations, to me paid by School District Number 25, Gilliam County Oregon, if Gilliam County, Oregon, State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said School District Number 25, and its successors and assigns, all the following bounded and described real property, situated in the County of Gilliam and State of Oregon: Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), and nine (9) in block Sixty (60) of Lancasters Addition to the City of Condon, according to the official maps and plats thereof now on file and of record in the office of the County Clerk of said County and State, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all my estate, right, title and interest in and to the same, including dower and claim of dower. 50¢ I.R.T. att'd. and cancelled

TO HAVE AND TO HOLD the above described and granted premises unto the said School District Number 25, successors and assigns forever, and H.K.Shirk grantor above named do covenant in and with School District No. 25, the above named granted successors and assigns, that I will and my heirs, executors, and administrators, shall warrant and defend the above granted premises, and every part and parcel thereof against the acts and deeds of said grantors, and all persons claiming by, from, through or under the said grantor unto the said grantee successors and assigns forever.

IN WITNESS WHEREOF, I the grantor above named hereunto set hand and seal this 25th day of April, 1923.

signed, sealed and delivered in  
the presence of us as witnesses.

H.K.Shirk

(seal)

Chas. F. Horner

E.W. Moore

State of Oregon )

County of Gilliam ) ss.

BE IT REMEMBERED, That on this 25th day of April, 1923, A.D. before me the undersigned, a Notary Public in and for the said county and state personally appeared the within named H.K.Shirk, a single man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year above written.

Chas. F. Horner; Notary Public for Oregon.  
My commission expires 11-26-24.

notarial seal.

Chas H Horner et ux ) Warranty Deed  
 to ) Filed for record July 17, 1920 at 11 o'clock A.M.  
 School Dist #25 ) J.E.Schroeder, County Clerk

Know All Men By These Presents, that we, Chas H Horner and Cressie Horner, husband and wife, of Gilliam county state of Oregon, in consideration of one thousand and no/100 dollars, to us paid by School District Number 25, of Gilliam county, state of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said School District Number 25, successors and assigns, all the following bounded and described real property situated in the county of Gilliam and state of Oregon: all of block numbered thirty-eight (38) in East Addition to the city of London, Oregon, in accordance with the official maps and plats thereof now on file and of record in the office of the County Clerk of Gilliam county, Oregon, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same, including dower and claim of dower. To have and to hold the above described and granted premises, unto the said School District number 25, successors and assigns forever. And Chas H Horner and Cressie Horner, grantors above named do covenant to and with School District number 25 of Gilliam county, Oregon, the above named grantee successors and assigns that we are lawfully seized in fee simple of the above granted premises that the above granted premises are free from all incumbrances except the 1919 taxes, and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever except said taxes. In Witness Whereof, the grantors above named have hereunto set our hands and seals the 14th day of July 1920

\$1.00 I.R.S. affixed & cancelled

Chas H Horner (Seal)

Executed in presence of C.L. Laughrige, H.L. Schilling

Cressie Horner Seal

State of Oregon, county of Gilliam, ss

Be It Remembered, that on this 14th day of July A.D. 1920, before me, the undersigned, notary public in and for said county and state, personally appeared the within named Chas H Horner and Cressie Horner, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily. In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written

C.L. Laughrige, Notary Public for Oregon  
 My commission expires Feb'y 28, 1924

Notarial Seal

DEED TO OWNER

KNOW ALL MEN BY THESE PRESENTS, That Gilliam County, in the State of Oregon, a public corporation, by and through James O. Burns, County Judge, and Lester Brooks and Clarence Potter, County Commissioners of Gilliam County, in consideration of the sum of \$ 60.00 to said GILLIAM COUNTY paid by ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, as provided by law, for conveyance to the purchaser or its assigns, of real property acquired by Gilliam County hereinafter described, which said County does hereby grant, bargain, sell and convey unto ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, to-wit:

Lots 9, 10, 11 and 12, Block 11, Ward's Addition to the City of Condon in accordance with plat of record in Gilliam County, Oregon.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME unto said ADMINISTRATIVE SCHOOL DISTRICT NO. 25, GILLIAM COUNTY, its heirs and assigns forever.

IN WITNESS WHEREOF, said GILLIAM COUNTY, a public corporation, pursuant to Resolution of the County Court thereof, duly and legally adopted, has caused these presents to be signed by its County Judge and Commissioners and its seal hereunto affixed this the 7th day of March, 1973.

GILLIAM COUNTY, OREGON



STATE OF OREGON )  
County of Gilliam )

James O. Burns  
James O. Burns, County Judge  
Lester Brooks  
Lester Brooks, County Commissioner  
Clarence Potter  
Clarence Potter, County Commissioner

THIS CERTIFIES, that on this 7th day of March, 1973, before me, the undersigned County Clerk of Gilliam County, Oregon, personally appeared the within named James O. Burns, County Judge, and Lester Brooks and Clarence Potter, County Commissioners of Gilliam County, Oregon, who are known to me to be the identical persons named in and who, signing for the transaction of County business, executed the within instrument and acknowledged to me that they executed the same for and on behalf of Gilliam County, Oregon.

STATE OF OREGON )  
County of Gilliam )

Marianne Anderson  
Marianne Anderson, Gilliam County Clerk

THIS CERTIFIES that the within instrument was received for record and by me duly recorded in Gilliam County records:

Volume 53, Page 151, of Gilliam County Deed Records, this 12th day of March, 1973, at 8:30 o'clock A.M.

Marianne Anderson  
Marianne Anderson, County Clerk



KNOW ALL MEN BY THESE PRESENTS, That JOHN HABESHON

hereinafter called the grantor, for the consideration hereinafter stated,  
to grantor paid by CONDON ADMINISTRATIVE SCHOOL DISTRICT NO. 25, hereinafter called the grantee,  
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that  
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-  
uated in the County of Gilliam and State of Oregon, described as follows, to-wit:Lots 7 and 8 of Block 11, Ward's Addition to Condon,  
according to the plat of record now on file at the  
office of the County Clerk, Gilliam County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

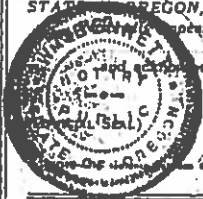
To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that  
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrancesand that  
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-  
ful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.The true and actual consideration paid for this transfer, stated in terms of dollars, is \$200.00  
~~RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GILLIAM COUNTY, OREGON, FEBRUARY 13, 1973, IN BOOK 53, PAGE 133.~~In construing this deed and where the context so requires, the singular includes the plural  
WITNESS grantor's hand this 13th day of February, 1973

JOHN HABESHON

STATE OF OREGON, County of Gilliam ) ss. February 13th, 1973

appeared the above named JOHN HABESHON

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: M. Bennett  
Notary Public for Oregon  
My commission expires March 5, 1976

## WARRANTY DEED

JOHN HABESHON

TO

CONDON ADMINISTRATIVE  
SCHOOL DISTRICT NO. 25

AFTER RECORDING RETURN TO

INDEXED STATE OF OREGON, 469552

69552

County of GILLIAM

I certify that the within instru-  
ment was received for record on the  
13th day of February, 1973,  
at 2:40 o'clock P.M., and recorded  
in book 53 on page 133  
Record of Deeds of said County.Witness my hand and seal of  
County of Gilliam.Marianne Anderson  
Gilliam County Clerk Title

By Deputy



KNOW ALL MEN BY THESE PRESENTS, That FRANK M. Selby and  
Colleen M. Selby, husband and wife,

in consideration of Ten and no/100 (\$10.00) Dollars, grantor's  
to them paid by School District No. 25, Gilliam County, Oregon

do hereby grant, bargain, sell and convey unto the said grantee, its heirs and assigns, all  
the following real property, with the tenements, hereditaments and appurtenances, situated in the County  
of Gilliam and State of Oregon, bounded and described as follows, to-wit:

All of Block 66 in Lancaster's  
addition to the City of Condon.



To Have and to Hold the above described and granted premises unto the said grantee, its heirs and assigns forever.

And the grantor's do covenant that they and their heirs lawfully seized in fee simple of the  
above granted premises free from all encumbrances, except for 1925-1926 taxes,

and that they, their heirs, executors and administrators, shall warrant and forever  
defend the above granted premises, and every part and parcel thereof, against the lawful claims and  
demands of all persons whomsoever.

Witness my hand and seal this 7th day of September, 1955.

*Frank M. Selby* (SEAL)

*Colleen M. Selby* (SEAL)

STATE OF OREGON,

County of Gilliam } ss. On this 7th day of September, 1955,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the  
within named FRANK M. Selby and Colleen M. Selby, husband and wife,

who are known to me to be the identical individual described in and who executed the within  
instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

*John A. Smith*  
Notary Public for Oregon.  
My Commission expires 1/3/59

WARRANTY DEED

(FORM No. 52)

TO

STATE OF OREGON,

County of Gilliam

INDEXED

I certify that the within instru-  
ment was recorded for record on the  
13th day of September, 1955, at 10:35  
and recorded in book 36, page 241  
Record of Mortgages of  
said County.

Witness my hand and seal of  
County of Gilliam.

*John A. Smith*  
Notary Public for Oregon.  
My Commission expires 1/3/59





# Gilliam County Property Summary Report

Report Date: 4/24/2020 1:23:25 PM

## Disclaimer

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## Account Summary

### Account Information

**Mailing Name:** SCHOOL DISTRICT #25  
**Map and Taxlot:** 04S21E10DB-04700  
**Account:** 629  
**Tax Status:** Taxable  
**Situs Address:** UNDETERMINED SITUS ADDRESS

### Property Taxes

**Current Tax Year:** 2019  
**Tax Code Area:** 0001

### Assessment

**Subdivision:**  
**Lot:**  
**Block:**  
**Assessor Acres:** 0.23  
**Property Class:** 920

### Ownership

**Mailing Address:**  
SCHOOL DISTRICT #25  
210 E BAYARD ST  
CONDON, OR 97823

### Valuation

**Real Market Values as of Jan. 1, 2019**

**Land**

**Structures**

**Total** \$0

### Current Assessed Values:

**Maximum Assessed** \$5,624  
**Assessed Value** \$5,250  
**Veterans Exemption** \$0.00

## Warnings, Notations, and Special Assessments

## Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

|                                | 2009 - 2010 | 2010 - 2011 | 2011 - 2012 | 2012 - 2013 | 2013 - 2014 |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|
| Real Market Value - Land       | \$5,460     | \$5,460     | \$5,250     | \$5,250     | \$5,250     |
| Real Market Value - Structures | \$0         | \$0         | \$0         | \$0         | \$0         |
| Total Real Market Value        | \$5,460     | \$5,460     | \$5,250     | \$5,250     | \$5,250     |
| Maximum Assessed Value         | \$5,570     | \$5,624     | \$5,624     | \$5,624     | \$5,624     |
| Total Assessed Value           | \$5,460     | \$5,460     | \$5,250     | \$5,250     | \$5,250     |
| Exemption Value                | \$0         | \$0         | \$0         | \$0         | \$0         |

| <b>2014 - 2015</b> | <b>2015 - 2016</b> | <b>2016 - 2017</b> | <b>2017 - 2018</b> | <b>2018 - 2019</b> | <b>2019 - 2020</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            |
| \$5,624            | \$5,624            | \$5,624            | \$5,624            | \$5,624            | \$5,624            |
| \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            | \$5,250            |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$5,250            |

**2020 - 2021**

\$5,250

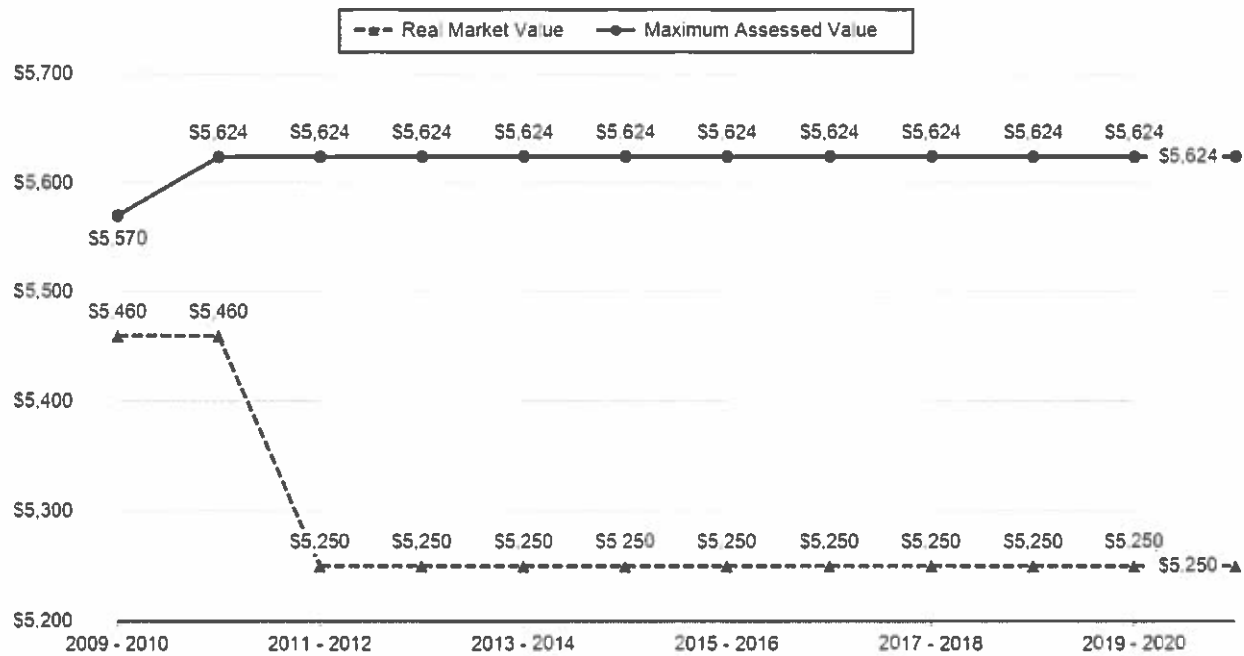
\$0

\$5,250

\$5,624

\$5,250

\$0



## Sales History

| Sale Date | Seller | Buyer | Sale Amount | Sale Type | Recording |
|-----------|--------|-------|-------------|-----------|-----------|
|-----------|--------|-------|-------------|-----------|-----------|

## Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

## Ownership

| Name Type | Name                                  | Ownership Type | Percentage |
|-----------|---------------------------------------|----------------|------------|
| OWNER     | CONDON ADMINISTRATIVE SCHOOL DIST #25 |                | 100.00%    |
| Taxpayer  | SCHOOL DISTRICT #25,                  |                | 100.00%    |
|           |                                       |                | 200.00%    |



# Gilliam County Property Summary Report

Report Date: 4/24/2020 1:22:29 PM

## Disclaimer

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## Account Summary

### Account Information

**Mailing Name:** SCHOOL DISTRICT #25  
**Map and Taxlot:** 04S21E10DB-04600  
**Account:** 628  
**Tax Status:** Taxable  
**Situs Address:** UNDETERMINED SITUS ADDRESS

### Property Taxes

**Current Tax Year:** 2019  
**Tax Code Area:** 0001

### Assessment

**Subdivision:**  
**Lot:**  
**Block:**  
**Assessor Acres:** 0.46  
**Property Class:** 920

### Ownership

**Mailing Address:**  
SCHOOL DISTRICT #25  
210 E BAYARD ST  
CONDON, OR 97823

### Valuation

**Real Market Values as of Jan. 1, 2019**

#### Land

#### Structures

**Total** \$0

### Current Assessed Values:

**Maximum Assessed** \$10,444  
**Assessed Value** \$9,750  
**Veterans Exemption** \$0.00

## Warnings, Notations, and Special Assessments

## Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

|                                | 2009 - 2010 | 2010 - 2011 | 2011 - 2012 | 2012 - 2013 | 2013 - 2014 |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|
| Real Market Value - Land       | \$10,140    | \$10,140    | \$9,750     | \$9,750     | \$9,750     |
| Real Market Value - Structures | \$0         | \$0         | \$0         | \$0         | \$0         |
| Total Real Market Value        | \$10,140    | \$10,140    | \$9,750     | \$9,750     | \$9,750     |
| Maximum Assessed Value         | \$10,344    | \$10,444    | \$10,444    | \$10,444    | \$10,444    |
| Total Assessed Value           | \$10,140    | \$10,140    | \$9,750     | \$9,750     | \$9,750     |
| Exemption Value                | \$0         | \$0         | \$0         | \$0         | \$0         |

| <b>2014 - 2015</b> | <b>2015 - 2016</b> | <b>2016 - 2017</b> | <b>2017 - 2018</b> | <b>2018 - 2019</b> | <b>2019 - 2020</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            |
| \$10,444           | \$10,444           | \$10,444           | \$10,444           | \$10,444           | \$10,444           |
| \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            | \$9,750            |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$9,750            |

**2020 - 2021**

\$9,750

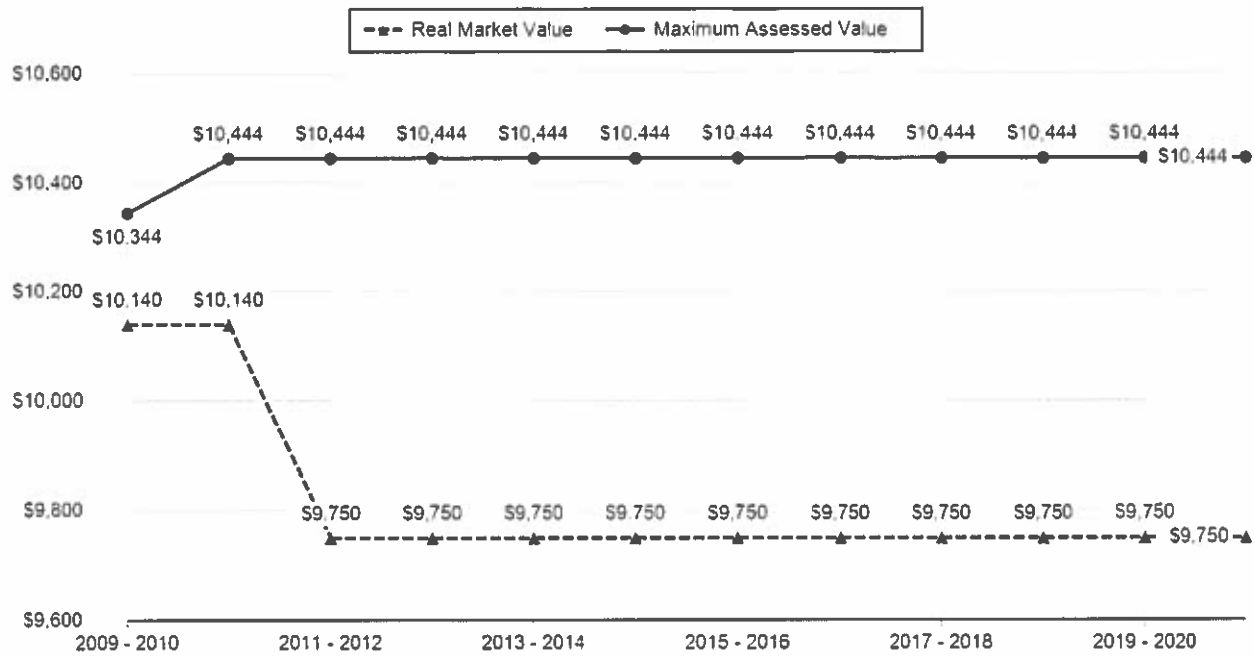
\$0

\$9,750

\$10,444

\$9,750

\$0



### Sales History

| Sale Date | Seller | Buyer | Sale Amount | Sale Type | Recording |
|-----------|--------|-------|-------------|-----------|-----------|
|-----------|--------|-------|-------------|-----------|-----------|

### Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

### Ownership

| Name Type | Name                                 | Ownership Type | Percentage |
|-----------|--------------------------------------|----------------|------------|
| Taxpayer  | SCHOOL DISTRICT #25,                 |                | 100.00%    |
| OWNER     | ADMINISTRATIVE SCHOOL DISTRICT NO 25 |                | 100.00%    |
|           |                                      |                | 200.00%    |



# Gilliam County Property Summary Report

Report Date: 4/24/2020 1:21:34 PM

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## Account Summary

### Account Information

Mailing Name: SCHOOL DISTRICT #25

Map and Taxlot: 04S21E10DB-04500

Account: 627

Tax Status: Taxable

Situs Address: UNDETERMINED SITUS ADDRESS

### Property Taxes

Current Tax Year: 2019

Tax Code Area: 0001

### Assessment

Subdivision:

Lot:

Block:

Assessor Acres: 1.38

Property Class: 920

### Ownership

Mailing Address:

SCHOOL DISTRICT #25

210 E BAYARD ST

CONDON, OR 97823

### Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

### Current Assessed Values:

Maximum Assessed \$39,418

Assessed Value \$36,800

Veterans Exemption \$0.00

## Warnings, Notations, and Special Assessments

## Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

|                                | 2009 - 2010 | 2010 - 2011 | 2011 - 2012 | 2012 - 2013 | 2013 - 2014 |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|
| Real Market Value - Land       | \$38,270    | \$38,270    | \$36,800    | \$36,800    | \$36,800    |
| Real Market Value - Structures | \$0         | \$0         | \$0         | \$0         | \$0         |
| Total Real Market Value        | \$38,270    | \$38,270    | \$36,800    | \$36,800    | \$36,800    |
| Maximum Assessed Value         | \$39,041    | \$39,418    | \$39,418    | \$39,418    | \$39,418    |
| Total Assessed Value           | \$38,270    | \$38,270    | \$36,800    | \$36,800    | \$36,800    |
| Exemption Value                | \$0         | \$0         | \$0         | \$0         | \$0         |

| <b>2014 - 2015</b> | <b>2015 - 2016</b> | <b>2016 - 2017</b> | <b>2017 - 2018</b> | <b>2018 - 2019</b> | <b>2019 - 2020</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           |
| \$39,418           | \$39,418           | \$39,418           | \$39,418           | \$39,418           | \$39,418           |
| \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           | \$36,800           |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$36,800           |

**2020 - 2021**

\$36,800

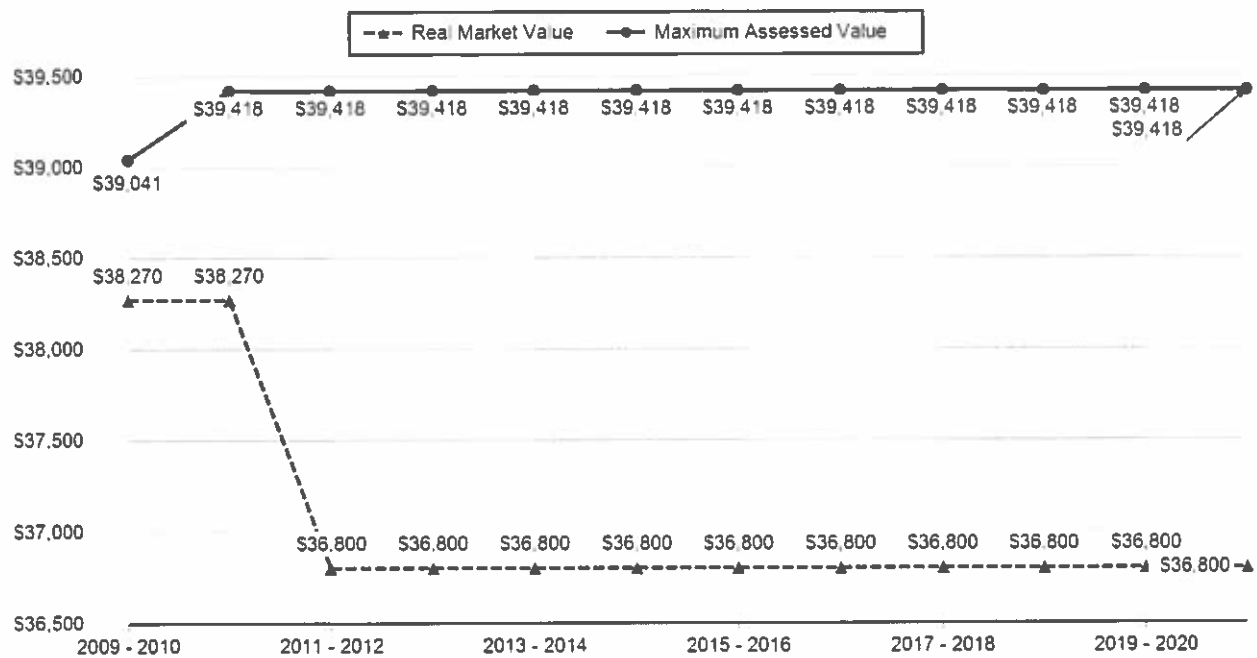
\$0

\$36,800

\$39,418

\$36,800

\$0



Error: Subreport could not be shown.

## Sales History

| Sale Date | Seller | Buyer | Sale Amount | Sale Type | Recording |
|-----------|--------|-------|-------------|-----------|-----------|
|-----------|--------|-------|-------------|-----------|-----------|

## Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

Error: Subreport could not be shown.



# Gilliam County Property Summary Report

Report Date: 4/24/2020 1:20:58 PM

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## Account Summary

### Account Information

**Mailing Name:** SCHOOL DISTRICT #25  
**Map and Taxlot:** 04S21E10DB-01500  
**Account:** 595  
**Tax Status:** Taxable  
**Situs Address:** 220 S EAST ST , CONDON OR 97823

### Property Taxes

**Current Tax Year:** 2019  
**Tax Code Area:** 0001

### Assessment

**Subdivision:**  
**Lot:**  
**Block:**  
**Assessor Acres:** 1.58  
**Property Class:** 921

### Ownership

**Mailing Address:**  
SCHOOL DISTRICT #25  
210 E BAYARD ST  
CONDON, OR 97823

### Valuation

**Real Market Values as of Jan. 1, 2019**

**Land**

**Structures**

**Total** \$0

### Current Assessed Values:

**Maximum Assessed** \$914,280  
**Assessed Value** \$883,700  
**Veterans Exemption** \$0.00

## Warnings, Notations, and Special Assessments

## Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

|                                | 2009 - 2010 | 2010 - 2011 | 2011 - 2012 | 2012 - 2013 | 2013 - 2014 |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|
| Real Market Value - Land       | \$45,660    | \$45,660    | \$43,910    | \$43,910    | \$43,910    |
| Real Market Value - Structures | \$839,790   | \$839,790   | \$839,790   | \$839,790   | \$839,790   |
| Total Real Market Value        | \$885,450   | \$885,450   | \$883,700   | \$883,700   | \$883,700   |
| Maximum Assessed Value         | \$914,280   | \$914,280   | \$914,280   | \$914,280   | \$914,280   |
| Total Assessed Value           | \$885,450   | \$885,450   | \$883,700   | \$883,700   | \$883,700   |
| Exemption Value                | \$0         | \$0         | \$0         | \$0         | \$0         |

| <b>2014 - 2015</b> | <b>2015 - 2016</b> | <b>2016 - 2017</b> | <b>2017 - 2018</b> | <b>2018 - 2019</b> | <b>2019 - 2020</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$43,910           | \$43,910           | \$43,910           | \$43,910           | \$43,910           | \$43,910           |
| \$839,790          | \$839,790          | \$839,790          | \$839,790          | \$839,790          | \$839,790          |
| \$883,700          | \$883,700          | \$883,700          | \$883,700          | \$883,700          | \$883,700          |
| \$914,280          | \$914,280          | \$914,280          | \$914,280          | \$914,280          | \$914,280          |
| \$883,700          | \$883,700          | \$883,700          | \$883,700          | \$883,700          | \$883,700          |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$883,700          |

**2020 - 2021**

\$43,910

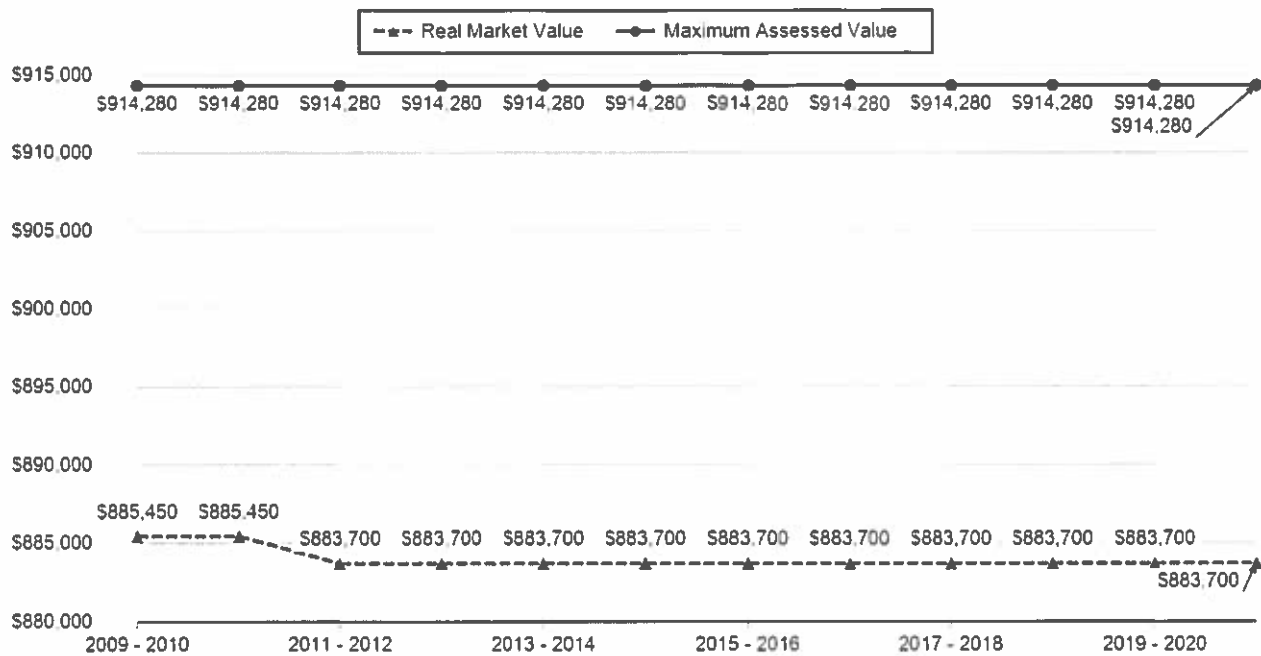
\$839,790

\$883,700

\$914,280

\$883,700

\$0



## Sales History

| Sale Date | Seller | Buyer | Sale Amount | Sale Type | Recording |
|-----------|--------|-------|-------------|-----------|-----------|
|-----------|--------|-------|-------------|-----------|-----------|

## Structures

| Stat Class/Description | Improvement Description | Code Area | Year Built | Eff Year Built | Total Sq Ft |
|------------------------|-------------------------|-----------|------------|----------------|-------------|
| 910 COMML - : Schools  | Schools                 | 0001      | 3000       | 3000           | 0           |

Error: Subreport could not be shown.

## Land Characteristics

| Land Description | Acres | Land Classification |
|------------------|-------|---------------------|
| OSD              | 0.00  | OSD 8 - NONE        |

## Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

## Ownership

| Name Type | Name                  | Ownership Type | Percentage |
|-----------|-----------------------|----------------|------------|
| OWNER     | SCHOOL DISTRICT #25 , |                | 100.00%    |
| Taxpayer  | SCHOOL DISTRICT #25,  |                | 100.00%    |
|           |                       |                | 200.00%    |



# Gilliam County Property Summary Report

Report Date: 4/24/2020 1:19:13 PM

## Disclaimer

The information and maps presented in this report are provided for your convenience. Every reasonable effort has been made to assure the accuracy of the data and associated maps. Gilliam County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. Gilliam County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Gilliam County shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. Gilliam County assumes no liability for any decisions made or actions taken or not taken by the user of this information or data furnished hereunder.

## Account Summary

### Account Information

Mailing Name: SCHOOL DISTRICT #25

Map and Taxlot: 04S21E10DB-01400

Account: 594

Tax Status: Taxable

Situs Address: UNDETERMINED SITUS ADDRESS

### Property Taxes

Current Tax Year: 2019

Tax Code Area: 0001

### Assessment

Subdivision:

Lot:

Block:

Assessor Acres: 1.58

Property Class: 920

### Ownership

Mailing Address:

SCHOOL DISTRICT #25

210 E BAYARD ST

CONDON, OR 97823

### Valuation

Real Market Values as of Jan. 1, 2019

Land

Structures

Total \$0

### Current Assessed Values:

Maximum Assessed \$44,784

Assessed Value \$41,810

Veterans Exemption \$0.00

## Warnings, Notations, and Special Assessments

## Valuation History *All values are as of January 1 of each year. Tax year is July 1st through June 30th of each year.*

|                                | 2009 - 2010 | 2010 - 2011 | 2011 - 2012 | 2012 - 2013 | 2013 - 2014 |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|
| Real Market Value - Land       | \$43,480    | \$43,480    | \$41,810    | \$41,810    | \$41,810    |
| Real Market Value - Structures | \$0         | \$0         | \$0         | \$0         | \$0         |
| Total Real Market Value        | \$43,480    | \$43,480    | \$41,810    | \$41,810    | \$41,810    |
| Maximum Assessed Value         | \$44,356    | \$44,784    | \$44,784    | \$44,784    | \$44,784    |
| Total Assessed Value           | \$43,480    | \$43,480    | \$41,810    | \$41,810    | \$41,810    |
| Exemption Value                | \$0         | \$0         | \$0         | \$0         | \$0         |

| <b>2014 - 2015</b> | <b>2015 - 2016</b> | <b>2016 - 2017</b> | <b>2017 - 2018</b> | <b>2018 - 2019</b> | <b>2019 - 2020</b> |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$0                |
| \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           |
| \$44,784           | \$44,784           | \$44,784           | \$44,784           | \$44,784           | \$44,784           |
| \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           | \$41,810           |
| \$0                | \$0                | \$0                | \$0                | \$0                | \$41,810           |

**2020 - 2021**

\$41,810

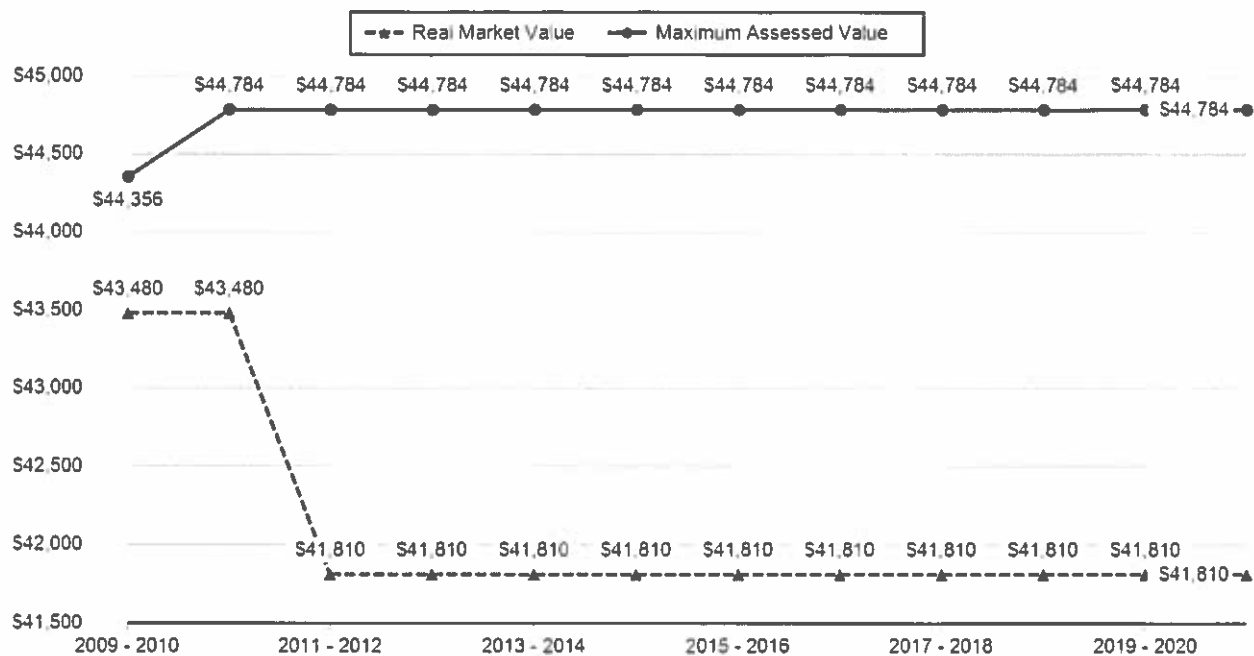
\$0

\$41,810

\$44,784

\$41,810

\$0



## Sales History

| Sale Date | Seller | Buyer | Sale Amount | Sale Type | Recording |
|-----------|--------|-------|-------------|-----------|-----------|
|-----------|--------|-------|-------------|-----------|-----------|

## Related Accounts

Related accounts apply to a property that may be on one map and tax lot but due to billing have more than one account. This occurs when a property is in multiple tax code areas. In other cases there may be business personal property or a manufactured home on this property that is not in the same ownership as the land.

No Related Accounts found.

## Ownership

| Name Type | Name                | Ownership Type | Percentage |
|-----------|---------------------|----------------|------------|
| Taxpayer  | SCHOOL DISTRICT #25 |                | 100.00%    |
| OWNER     | SCHOOL DISTRICT #25 |                | 100.00%    |
|           |                     |                | 200.00%    |

STREET

|      |    |   |
|------|----|---|
| 1500 |    | 1 |
| 12   |    |   |
| 11   |    | 2 |
| 10   | 38 | 3 |
| 9    |    | 4 |
| 8    |    | 5 |
| 7    |    | 6 |

SUMMIT

STREET

|      |      |   |
|------|------|---|
| 1200 |      | 1 |
| 11   |      | 2 |
| 1000 | 1100 | 3 |
| 9    |      | 4 |
| 1000 | 1001 | 5 |
| 8    |      | 6 |
| 7    |      | 6 |

STREET

|     |     |   |
|-----|-----|---|
| 600 | 600 | 1 |
| 12  |     |   |
| 11  |     | 2 |
| 10  |     | 3 |
| 9   |     | 4 |
| 8   | 500 | 5 |
| 7   |     | 6 |

STREET

STREET

|      |      |   |
|------|------|---|
| 3000 | 3600 | 1 |
| 12   |      |   |
| 3100 |      | 2 |
| 11   |      |   |
| 3200 | 3201 | 3 |
| 10   |      |   |
| 3300 |      | 4 |
| 9    |      |   |
|      | 3500 | 5 |
| 8    |      |   |
| 3400 |      | 6 |
| 7    |      |   |

SPRING

STREET

|      |      |   |
|------|------|---|
| 3700 | 4400 | 1 |
| 12   |      |   |
| 3800 | 4401 | 2 |
| 11   |      |   |
| 3900 | 4300 | 3 |
| 10   |      |   |
| 9    |      | 4 |
| 4000 | 4200 | 5 |
| 8    |      |   |
|      | 4100 | 6 |
| 7    |      |   |

1

|      |  |   |
|------|--|---|
| 4500 |  | 1 |
| 12   |  |   |
| 11   |  | 2 |
| 10   |  | 3 |
| 9    |  | 4 |
| 8    |  | 5 |
| 7    |  | 6 |

|      |      |   |
|------|------|---|
| 4600 | 5000 | 1 |
| 12   |      |   |
| 11   |      | 2 |
| 10   |      | 3 |
| 9    |      | 4 |
| 4700 | 4801 | 5 |
| 8    |      |   |
|      | 4900 | 6 |
| 7    |      |   |

STREET

|      |      |   |
|------|------|---|
| 7400 | 6900 | 1 |
| 12   |      |   |
| 11   |      | 2 |
| 7300 | 7000 | 3 |
| 10   |      |   |
| 9    |      | 4 |
| 7200 | 7100 | 5 |
| 8    |      |   |
| 7    |      | 6 |

|              |            |   |
|--------------|------------|---|
| 6800         | 6400       | 1 |
| 12           |            |   |
| 11           |            | 2 |
| 6700         |            | 3 |
| 10           |            |   |
| 9            |            | 4 |
| 6600         | 6500       | 5 |
| 8            |            |   |
| SEE CS 8-208 | SEE CS 313 | 6 |
| 7            |            |   |

|      |      |   |
|------|------|---|
| 6300 | 6000 | 1 |
| 12   |      |   |
| 6200 |      | 2 |
| 11   |      |   |
| 10   |      | 3 |
| 6101 | 6100 | 4 |
| 9    |      |   |
| 8    |      | 5 |
| 7    |      | 6 |

|      |      |   |
|------|------|---|
| 5904 | 5901 | 1 |
| 12   |      |   |
| 11   |      | 2 |
| 5900 | 5905 | 3 |
| 10   |      |   |
| 9    |      | 4 |
| 5902 | 5903 | 5 |
| 8    |      |   |
| 7    |      | 6 |



220 S East St (1400, 1500, 4500, 4600, 4700)  
Condon, OR 97823

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF

# LEASE

**DATE:** July, 2020

**BETWEEN:**

City of Condon (“Landlord”)  
128 S. Main Street  
Condon, OR 97823

Condon School District 25J (“Tenant”)  
210 E. Bayard Street  
Condon, OR 97823

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the “Premises”) on the terms and conditions stated below:

- Real property located in Gilliam County, Oregon located at 220 S. East St., Condon, OR 97823, specifically the property described by tax accounts 594 and 595.

## Section 1. Occupancy

**1.1. Original Term.** The term of this lease shall commence July\_\_\_\_, 2020, and continue through August 31, 2022, unless sooner terminated as hereinafter provided.

**1.2. Possession.** Tenant's right to possession and obligations under the lease shall commence on July 1, 2020.

## Section 2. Rent

**2.1. Basic Rent.** Rent shall be \$0.0.

### **Section 3. Use of the Premise**

**3.1. Permitted Use.** The Premises shall be used for any purposes related to its business of providing education services, including, but not limited to extracurricular uses and community uses.

**3.2. Restrictions on Use.** In connection with use of the Premises Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

**3.3. Hazardous Substances.** The Parties acknowledge that there are underground tanks containing heating oil that fuel the boilers. Landlord accepts all responsibility and liability for the tanks and oil and Tenant shall not be required to remediate any oil present on the Premises and may leave oil in the tanks at the end of the Lease term. Tenant shall notify Landlord of any leak or other issue with the underground tanks that comes to Tenants knowledge. Tenant agrees Tenant will be responsible for any damage Tenant or its employees, agents and assigns cause to the tank prior the expiration of the term of this Lease. Excepting the foregoing, tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environment Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**3.4. Tenant Improvements.** Tenant shall be responsible for constructing and/or installing all improvements or equipment necessary to use the Premises as permitted in Section 3.1. Tenant shall also be responsible for obtaining all permits and other governmental approvals required for such construction and/or installation or for the permitted use. All of Tenant's responsibilities under this section shall be met at Tenant's sole cost and expense.

## **Section 4. Repairs and Maintenance**

**4.1. Landlord's Obligations.** Landlord shall have no repair or maintenance obligations.

**4.2. Tenant's Obligations.** If repairs or maintenance are needed on the Premises, Tenant will undertake such repairs or maintenance, in its sole discretion, as needed for its use during the duration of the Lease. Tenant will notify Landlord of any major repair or structural renovation that is needed, of which the Tenant is aware, prior to termination of this Lease. However, Tenant shall not be obligated to make any major repairs or renovations and Buyer will accept the School Parcel "AS IS" at the end of the Lease term.

**4.3. Landlord's Interference with Tenant.** Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Landlord's activities performed in conformance with the requirement of this provision.

## **Section 5. Alterations**

**5.1. Alterations.** Tenant may make such improvements or alterations on the Premises in its discretion. All alterations shall be made in compliance with applicable laws and building codes. As

used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

**5.2. Ownership and Removal of Alterations/Fixtures.** All improvements and alterations performed on the Premises shall be the property of Tenant. All improvements, alterations, and fixtures may be removed by Tenant at the end of the Lease.

## **Section 6. Insurance**

**6.1. Insurance Required.** Tenant shall keep the leased Premises insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage.

**6.2. Waiver of Subrogation.** Neither party shall be liable to the other or to the other's successors or assigns for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes; Utilities**

**7.1. Property Taxes.** Tenant shall pay as due any taxes on its personal property located on the Premises. Tenant shall pay as due any real property taxes levied against the Premises. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

**7.2. Payment of Utilities.** Tenant shall pay when due all charges for the following services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises: fuel, water, gas, electricity, sewage disposal, power, and air conditioning. Tenant shall be responsible for arranging and paying for telephone and janitorial services for the Premises, as well as any additional services or utilities necessary for Tenant's use of the Premises.

## **Section 8. Damage and Destruction**

**8.1. Partial Damage.** If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Tenant at Tenant's discretion and expense.

**8.2. Destruction.** If the Premises are destroyed or damaged such that the cost of repair exceeds 25% of the value of the structure before the damage, Tenant may elect to terminate the lease as of the date of the damage or destruction by notice given to the Landlord in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination. If Tenant elects not to terminate, Tenant may, in its sole discretion, decide to restore the Premises to suit its needs for the remainder of the Lease term.

## **Section 9. Eminent Domain**

**9.1. Partial Taking.** If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

(1) Tenant shall be entitled to all of the proceeds of condemnation, and Landlord shall have no claim against Landlord as a result of the condemnation.

(2) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 9.1(1) and 9.1(3) apply.

**9.2. Total Taking.** If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination by Landlord under Section 8.2. Tenant shall be entitled to all of the proceeds of condemnation, and Landlord shall have no claim against Landlord as a result of the condemnation.

**9.3. Sale in Lieu of Condemnation.** Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

## **Section 10. Liability and Indemnity**

### **10.1. Liens**

(1) Tenant shall pay as due all claims for work done and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

**10.2. Indemnification.** Subject to applicable Oregon Tort Claims Limits, Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Subject to applicable Oregon Tort Claims Limits, Landlord shall indemnify and defend Tenant from any claim, loss, or liability arising out of or related to Landlord's negligence or any condition of the Premises not in the exclusive possession or control of Tenant.

## **Section 11. Quiet Enjoyment; Mortgage Priority**

**11.1. Landlord's Warranty.** Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term. If Landlord desires to use the Premises, it must comply with Tenant's facility use process.

**Section 12. Assignment and Subletting**

The Premises may be assigned, mortgaged, or subleased without the prior written consent of Landlord.

### **Section 13. Default**

The following shall be an event of default:

**13.1. Default in Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of this lease within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

### **Section 14. Remedies of Default**

**14.1. Termination.** In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall not be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

### **Section 15. Surrender at Expiration**

**15.1. Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises broom clean. Alterations and improvements may be removed. The parties acknowledge that Tenant may remove many fixtures, including, but not limited to, kitchen appliances/equipment, scoreboard, playground equipment, and basketball hoops. Landlord shall accept the Premises "AS-IS".

#### **15.2. Fixtures**

(1) All fixtures on the Premises may be removed by Tenant. Tenant is not obligated to repair any physical damage resulting from the removal.

(2) Prior to expiration or other termination of the lease term Tenant may remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease. Tenant shall not be liable to Landlord for the cost of removal.

#### **15.3. Holdover**

(1) If Tenant does not vacate the premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all the provisions of this lease except the provisions for term or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1. Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2. Arbitration.** Any controversy or claim arising out of this Agreement will be settled by arbitration before a single arbitrator in the City of Condon, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The arbitration will be conducted in accordance with the procedures set forth in ORS 36.600 through ORS 36.740. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding – or any action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator – will be litigated in courts located in Gilliam County, Oregon.

**16.3. Attorney's Fees.** In the event a party to this Agreement brings any action, suit, or arbitration against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement or makes a bankruptcy claim, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action, suit, or arbitration, including actual attorney fees, at trial, and on appeal, arbitration, or in any bankruptcy court.

**16.4. Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.5. Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding and inure to the benefit of the parties and their respective successors and assigns.

**16.6. Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

[signatures on next page]

**LANDLORD:**

City of Condon

---

BY:

ITS:

**TENANT:**

Condon School District 25J

---

BY:

ITS:

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

|                                                                                                                                               |                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Paulsen Environmental Consulting, Inc.</b><br>2019 Graham Boulevard<br>Vale, Oregon 97918-5355<br>TEL (541) 473-2243<br>FAX (541) 473-4226 | Facility <u>Condon School District 25J</u><br>Building <u>Elementary</u><br>Address <u>P.O. Box 615</u><br>City, State, Zip <u>Condon, Oregon 97823</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|

DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: boiler room ceiling and wall gray paint

AMOUNT: LINEAR FEET \_\_\_\_\_ SQUARE FEET 300  
TYPE OF ACBM: THERMAL \_\_\_\_\_ SURFACING \_\_\_\_\_ MISCELLANEOUS xx  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED summer 2003 ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE \_\_\_\_\_  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES \_\_\_\_\_ NO \_\_\_\_\_ (CURRENTLY): YES \_\_\_\_\_ NO xx  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_  
WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:  
CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024    Refresher No. 155463

Signature



November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                          |
|----|--------------------|--------------------------|
| 1. | Description        | Gray paint               |
| 2. | Assessed Condition | non-friable encapsulated |
| 3. | Location/Diagrams  | Boiler room              |
| 4. | Amount             | 300 square feet          |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                               |
|----|-----------------------|-------------------------------|
| 1. | Preventative Measures | prevent damage                |
| 2. | Methods               | routine maintenance           |
| 3. | Reasons               | Non-friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

**Paulsen Environmental  
Consulting, Inc.**

2019 Graham Boulevard  
Vale, Oregon 97918-5355  
TEL (541) 473-2243  
FAX (541) 473-4226

Facility Condon School District 25J  
Building Elementary  
Address P.O. Box 615  
City, State, Zip Condon, Oregon 97823

DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: cement asbestos board

Window treatments

AMOUNT: LINEAR FEET \_\_\_\_\_ SQUARE FEET 232  
TYPE OF ACBM: THERMAL \_\_\_\_\_ SURFACING \_\_\_\_\_ MISCELLANEOUS xx  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED \_\_\_\_\_ ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES \_\_\_\_\_ NO xx (CURRENTLY): YES \_\_\_\_\_ NO xx  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_

WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:

CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature  November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                               |
|----|--------------------|-------------------------------|
| 1. | Description        | Cement asbestos board         |
| 2. | Assessed Condition | non-friable in good condition |
| 3. | Location/Diagrams  | window treatments             |
| 4. | Amount             | 232 square feet               |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                               |
|----|-----------------------|-------------------------------|
| 1. | Preventative Measures | prevent damage                |
| 2. | Methods               | routine maintenance           |
| 3. | Reasons               | Non-friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

**Paulsen Environmental  
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2019 Graham Boulevard  
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TEL (541) 473-2243  
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Facility Condon School District 25J  
Building Elementary  
Address P.O. Box 615  
City, State, Zip Condon, Oregon 97823

DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: floor tile all colors and sizes  
Throughout

AMOUNT: LINEAR FEET \_\_\_\_\_ SQUARE FEET 21,464  
TYPE OF ACBM: THERMAL \_\_\_\_\_ SURFACING \_\_\_\_\_ MISCELLANEOUS xx  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED \_\_\_\_\_ ENCLOSED halls, offices REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES \_\_\_\_\_ NO xx (CURRENTLY): YES \_\_\_\_\_ NO xx  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_  
WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:

CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature  November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                                  |
|----|--------------------|----------------------------------|
| 1. | Description        | Floor tile, all colors and sizes |
| 2. | Assessed Condition | non-friable in good condition    |
| 3. | Location/Diagrams  | throughout                       |
| 4. | Amount             | 21,464 square feet               |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                               |
|----|-----------------------|-------------------------------|
| 1. | Preventative Measures | prevent damage                |
| 2. | Methods               | routine maintenance           |
| 3. | Reasons               | Non-friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

**Paulsen Environmental  
Consulting, Inc.**

2019 Graham Boulevard  
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TEL (541) 473-2243  
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Facility Condon School District 25J  
Building Elementary  
Address P.O. Box 615  
City, State, Zip Condon, Oregon 97823

DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: aircell pipe insulation

Basement

AMOUNT: LINEAR FEET 224 SQUARE FEET \_\_\_\_\_  
TYPE OF ACBM: THERMAL xxx SURFACING \_\_\_\_\_ MISCELLANEOUS \_\_\_\_\_  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED \_\_\_\_\_ ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES xx NO \_\_\_\_\_ (CURRENTLY): YES xx NO \_\_\_\_\_  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

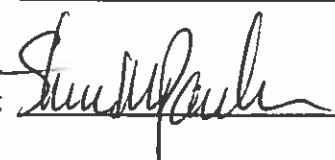
REASON FOR DAMAGE \_\_\_\_\_

WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:

CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

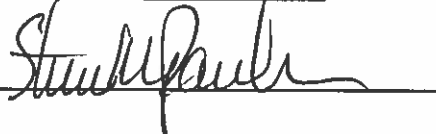
SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature  November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                           |
|----|--------------------|---------------------------|
| 1. | Description        | pipe insulation           |
| 2. | Assessed Condition | friable in good condition |
| 3. | Location/Diagrams  | basement                  |
| 4. | Amount             | 224 linear feet           |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                           |
|----|-----------------------|---------------------------|
| 1. | Preventative Measures | prevent damage            |
| 2. | Methods               | routine maintenance       |
| 3. | Reasons               | Friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

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2019 Graham Boulevard  
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Facility Condon School District 25J  
Building Elementary  
Address P.O. Box 615  
City, State, Zip Condon, Oregon 97823

DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: pipe insulation  
Basement

AMOUNT: LINEAR FEET 268 SQUARE FEET \_\_\_\_\_  
TYPE OF ACBM: THERMAL xxx SURFACING \_\_\_\_\_ MISCELLANEOUS \_\_\_\_\_  
ABATEMENT STATUS: REMOVED 240 summer 2003 ENCAPSULATED \_\_\_\_\_ ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES xx NO \_\_\_\_\_ (CURRENTLY): YES xx NO \_\_\_\_\_  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_

WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:

CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature



November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                           |
|----|--------------------|---------------------------|
| 1. | Description        | pipe insulation           |
| 2. | Assessed Condition | friable in good condition |
| 3. | Location/Diagrams  | basement                  |
| 4. | Amount             | 268 linear feet           |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                           |
|----|-----------------------|---------------------------|
| 1. | Preventative Measures | prevent damage            |
| 2. | Methods               | routine maintenance       |
| 3. | Reasons               | Friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

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Facility Condon School District 25J  
Building Elementary  
Address P.O. Box 615  
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DATE: November 16, 2016

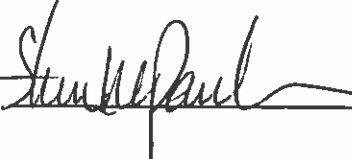
HOMOGENEOUS AREA NUMBER/DESCRIPTION: Cemented fitting pipe insulation  
Basement

AMOUNT: LINEAR FEET 176 each SQUARE FEET \_\_\_\_\_  
TYPE OF ACBM: THERMAL xxx SURFACING \_\_\_\_\_ MISCELLANEOUS \_\_\_\_\_  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED \_\_\_\_\_ ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES xx NO \_\_\_\_\_ (CURRENTLY): YES xx NO \_\_\_\_\_  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_  
WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:  
CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature  November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                                  |
|----|--------------------|----------------------------------|
| 1. | Description        | Cemented fitting pipe insulation |
| 2. | Assessed Condition | friable in good condition        |
| 3. | Location/Diagrams  | basement                         |
| 4. | Amount             | 176 each                         |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                           |
|----|-----------------------|---------------------------|
| 1. | Preventative Measures | prevent damage            |
| 2. | Methods               | routine maintenance       |
| 3. | Reasons               | Friable in good condition |

**40 CFR PART 763 § 763.85 (b)**  
**REINSPECTION/REASSESSMENT OF ACM**

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DATE: November 16, 2016

HOMOGENEOUS AREA NUMBER/DESCRIPTION: Duct paper wrap  
Basement

AMOUNT: LINEAR FEET \_\_\_\_\_ SQUARE FEET 4696  
TYPE OF ACBM: THERMAL xxx SURFACING \_\_\_\_\_ MISCELLANEOUS \_\_\_\_\_  
ABATEMENT STATUS: REMOVED \_\_\_\_\_ ENCAPSULATED \_\_\_\_\_ ENCLOSED \_\_\_\_\_ REPAIRED \_\_\_\_\_ NONE xx  
FRIABLE (ORIGINAL MANAGEMENT PLAN): YES xx NO \_\_\_\_\_ (CURRENTLY): YES xx NO \_\_\_\_\_  
MATERIAL CONDITION: x NO DETERIORATION OR DAMAGE <1%  
\_\_\_\_\_ MODERATE <10% DISTRIBUTED <25% LOCALIZED  
\_\_\_\_\_ WIDESPREAD >10% DISTRIBUTED >25% LOCALIZED

REASON FOR DAMAGE \_\_\_\_\_  
WATER DAMAGE: NONE xx MINOR \_\_\_\_\_ MODERATE \_\_\_\_\_ MAJOR \_\_\_\_\_  
EXPOSED SURFACE AREA \_\_\_\_\_ NOT EXPOSED  
\_\_\_\_\_ 10% OR LESS EXPOSED  
Xx 10% TO 100% EXPOSED

POTENTIAL FOR DISTURBANCE:

CONTACT xx HIGH (ACCESSIBLE TO BUILDING OCCUPANTS) (PUBLIC AREA)  
\_\_\_\_\_ MODERATE (ACCESSIBLE TO OCCUPANTS IN A ROOM OR OFFICE)  
\_\_\_\_\_ LOW (VISIBLE, BUT NOT WITHIN REACH)  
VIBRATION \_\_\_\_\_ HIGH (LOUD NOISE, EASILY SENSED VIBRATION)  
\_\_\_\_\_ MODERATE (NOISE PRESENT, LIGHT VIBRATION)  
xx LOW (NONE OF THE ABOVE)  
AIR EROSION \_\_\_\_\_ HIGH (HIGH VELOCITY AIR)  
\_\_\_\_\_ MODERATE (NOTICEABLE MOVEMENT OF AIR)  
xx LOW/NONE (NONE OF THE ABOVE)  
AHERA CLASSIFICATION: \_\_\_\_\_ SIGNIFICANT DAMAGE  
\_\_\_\_\_ DAMAGE  
\_\_\_\_\_ POTENTIAL FOR SIGNIFICANT DAMAGE  
xx POTENTIAL FOR DAMAGE

INSPECTOR: Steven M. Paulsen ACCREDITATION NO. AI 18024

SIGNATURE:  REFRESHER NO. 155455

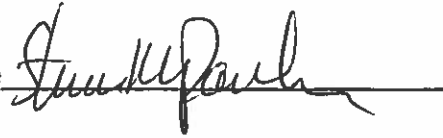
**40 CFR PART 763 § 763.88 (d)**  
**REINSPECTION/REASSESSMENT OF ACM**

**RECOMMENDED RESPONSE ACTION**

By Management Planner, Steven M. Paulsen

Certificate No. AM18024 Refresher No. 155463

Signature



November 21, 2016

**A. MATERIAL REQUIRING RESPONSE ACTION**

- |    |                    |                           |
|----|--------------------|---------------------------|
| 1. | Description        | Duct paper wrap           |
| 2. | Assessed Condition | friable in good condition |
| 3. | Location/Diagrams  | basement                  |
| 4. | Amount             | 4696 feet                 |

**B. RECOMMENDED RESPONSE ACTION**

- |    |                       |                           |
|----|-----------------------|---------------------------|
| 1. | Preventative Measures | prevent damage            |
| 2. | Methods               | routine maintenance       |
| 3. | Reasons               | Friable in good condition |

**Condon City Hall Remodel Prime Contract**

## Potential Change Orders

| #             | Revision | Title                                              | Status   | Date Initiated | COR      | PCCO      | Change Event | Change Event Type | Schedule Impact | Amount             |
|---------------|----------|----------------------------------------------------|----------|----------------|----------|-----------|--------------|-------------------|-----------------|--------------------|
| 007           | 0        | Additional Furring and Drywall                     | Draft    | 07/30/20       |          |           | CE #007      | Tbd               |                 | \$2,023.00         |
| 006           | 0        | Hard Lid Ceiling Add                               | Draft    | 07/30/20       |          |           | CE #006      | Tbd               |                 | \$6,570.00         |
| 005           | 0        | Drop Ceiling Addition                              | Draft    | 07/30/20       |          |           | CE #005      | Tbd               |                 | \$6,588.00         |
| 004           | 0        | Additional Stair Rail Attachment                   | Draft    | 07/30/20       |          |           | CE #004      | Tbd               |                 | \$1,110.00         |
| 003           | 0        | CE # 003 Stair Rail Engineer Stamp/Calc            | Approved | 06/29/20       | COR #002 | PCCO #001 | CE #003      | Tbd               |                 | \$1,710.00         |
| 002           | 0        | CE #002 - Floor joist spacing and subfloor plywood | Approved | 06/18/20       | COR #001 | PCCO #001 | CE #002      | Tbd               |                 | \$830.00           |
| 001           | 0        | CE #001 - Add Asbestos & Lead Removal Subcontract  | Approved | 06/18/20       | COR #001 | PCCO #001 | CE #001      | Owner Change      |                 | \$18,220.00        |
| <b>Total:</b> |          |                                                    |          |                |          |           |              |                   | <b>0 days</b>   | <b>\$37,051.00</b> |

# STATE OF OREGON GRANT AGREEMENT

Grant No. 1460

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and City of Condon (“Grantee”), each a “Party” and, together, the “Parties”.

## SECTION 1: AUTHORITY

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

## SECTION 2: PURPOSE

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the “Performance Period”). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

## SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

## SECTION 4: GRANT MANAGERS

### 4.1 Agency’s Grant Manager is:

Gerold Floyd

Department of Administrative Services

Attention: Coronavirus Relief Fund

155 Cottage Street NE, Salem, OR 97301

Phone: 503-378-2709

Email: CoronavirusReliefFund@Oregon.gov

**4.2** Grantee's Grant Manager is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$25,000 (the "Grant Funds") for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies made available through the Coronavirus Relief Fund ("Funding Source").

## **SECTION 7: DISBURSEMENT GENERALLY**

**7.1 Disbursement.**

**7.1.1** Subject to the availability of sufficient moneys in and from the Funding Source based on Agency's reasonable projections of moneys accruing to the Funding Source, Agency will disburse Grant Funds to Grantee for the allowable Project activities described in Exhibit A that are undertaken during the Performance Period.

**7.1.2** Grantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.

**7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

- 7.2.2 No default as described in Section 15 has occurred; and
- 7.2.3 Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.
- 7.3 **No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state, federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

- 8.1 **Organization/Authority.** Grantee represents and warrants to Agency that:
  - 8.1.1 Grantee is a local government or tribal government duly organized and validly existing;
  - 8.1.2 Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
  - 8.1.3 This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
  - 8.1.4 If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
  - 8.1.5 There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.
- 8.2 **False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 16, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.
- 8.3 **No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## SECTION 9: OWNERSHIP

- 9.1 Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- 9.2 Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
- 9.3 Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- 9.4 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act .

## SECTION 10: CONFIDENTIAL INFORMATION

- 10.1 Confidential Information Definition.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12) and (b) social security numbers (items (i) and (ii) separately and collectively “Confidential Information”).
- 10.2 Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by

law and for the Project activities and Grantee must advise each of its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information. If Agency requests Grantee to destroy any Confidential Information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- 10.3 Identity Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Information Protection Act, ORS 646A.600-628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- 10.4 Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- 10.5 Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteer, in Project activities or (ii) access to Agency Personal Information or Grantee premises.

## SECTION 11: INDEMNITY/LIABILITY

- 11.1 Indemnity.** Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees,

subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section). If legal limitations apply to the indemnification ability of Grantee, this indemnification must be for the maximum amount of funds available for expenditure, including any available contingency funds, insurance, funds available under ORS 30.260 to 30.300 or other available non-appropriated funds.

- 11.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 11.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## SECTION 12: INSURANCE

- 12.1 Private Insurance.** If Grantee is a private entity, or if any contractors, subcontractors, or subgrantees used to carry out the Project are private entities, Grantee and any private contractors, subcontractors or subgrantees must obtain and maintain insurance covering Agency in the types and amounts indicated in Exhibit B.
- 12.2 Public Body Insurance.** If Grantee is a “public body” as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B, or (iii) a combination of any or all of the foregoing.
- 12.3 Real Property.** If the Project includes the construction, remodel or repair of real property or improvements to real property, Grantee must insure the real property and improvements against liability and risk of direct physical loss, damage or destruction at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar property or facilities.

## SECTION 13: GOVERNING LAW, JURISDICTION

This Grant is 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 Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## SECTION 14: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## SECTION 15: DEFAULT

**15.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:

- 15.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
- 15.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
- 15.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

**15.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the

nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 16: REMEDIES

- 16.1 Agency Remedies.** In the event Grantee is in default under Section 15.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 18.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 17 of this Grant or setoff, or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 16.2 Grantee Remedies.** In the event Agency is in default under Section 15.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## SECTION 17: WITHHOLDING FUNDS, RECOVERY

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 17.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 17.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 17.3** Any Grant Funds determined by Agency to be spent for purposes other than allowable Project activities; or
- 17.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## SECTION 18: TERMINATION

- 18.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.

**18.2 By Agency.** Agency may terminate this Grant as follows:

- 18.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
- 18.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
- 18.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
- 18.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.

**18.3 By Grantee.** Grantee may terminate this Grant as follows:

- 18.3.1** If Grantee is a governmental entity, immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
  - 18.3.2** If Grantee is a governmental entity, immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
  - 18.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.
- 18.4 Cease Activities.** Upon receiving a notice of termination of this Grant, Grantee must immediately cease all activities under this Grant, unless Agency expressly directs otherwise in such notice. Upon termination, Grantee must deliver to Agency all materials or other property that are or would be required to be provided to Agency under this Grant or that are needed to complete the Project activities that would have been performed by Grantee.

## SECTION 19: MISCELLANEOUS

- 19.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 19.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

- 19.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 19.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 19.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 11, 13, 14, 16, 17 and subsection 19.5 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 19.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.
- 19.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 19.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 19.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 19.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 19.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.

- 19.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 19.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 19.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Grant.
- 19.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:
- This Grant less all exhibits
  - Exhibit A (the "Project")
  - Exhibit B (Insurance)
  - Exhibit C (Federal Terms and Conditions)
  - Exhibit D (Federal Award Identification)
- 19.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## SECTION 20: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Administrative Services**

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

**City of Condon**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

936002140  
Federal Tax ID Number

009229860  
DUNS Number

**Approved for Legal Sufficiency in accordance with ORS 291.047**

By: s/ Sam Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 7/17/20  
Date

## EXHIBIT A THE PROJECT

### SECTION I. BACKGROUND AND GOALS

*To support local government actions in the statewide fight against the Coronavirus by providing reimbursement of federally eligible expenses under the CARES Act. Coronavirus Relief Funds may be used to cover costs that are:*

- 1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);*
- 2. Were not accounted for in the Grantee's budget most recently approved as of March 27, 2020; and*
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.*

### SECTION II. PROJECT ACTIVITIES, SCHEDULE, AND BUDGET

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Indirect/Administrative Costs.** Grantee will not be reimbursed for any indirect costs with Grant Funds in accordance with U.S. Treasury guidance. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency

### SECTION III. RESERVED

### SECTION IV. REPORTING REQUIREMENTS

In a form provided by Agency, Grantee shall report eligible costs to Agency when seeking reimbursement for costs incurred during the Performance Period. Agency may require additional reporting in form and at such times as Agency specifies by notification to Grantee through its Grant Manager identified in Section 4.2.

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

## **SECTION V. DISBURSEMENT PROVISIONS**

Agency will disburse the Grant Funds upon receipt and approval of Grantee's request for disbursement.

To be processed for payment, Grantee's request must include the following information at the minimum:

- Request date;
- Period covered by request;
- Agency's Grant number;
- Amount being requested; and
- Aggregated costs by available cost category.

Agency may request, at its discretion, additional information it considers necessary to determine the eligibility of costs for reimbursement. Reimbursement requests shall be submitted via an Agency-developed grant website portal, if operable and available, otherwise, Grantee must send its requests for disbursement via email to the Agency's Grant Manager identified in Section 4.

## **EXHIBIT B**

### **INSURANCE**

#### **INSURANCE REQUIREMENTS**

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

#### **WORKERS' COMPENSATION**

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

#### **COMMERCIAL GENERAL LIABILITY**

☒ **Required** ☐ **Not required**

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

#### **AUTOMOBILE LIABILITY INSURANCE**

☒ **Required** ☐ **Not required**

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use of

personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **PROFESSIONAL LIABILITY**

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

### **NETWORK SECURITY AND PRIVACY LIABILITY**

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

### **POLLUTION LIABILITY**

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

## **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

## **INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

## **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

☒ Grantee is a subrecipient      ☐ Grantee is a contractor      ☐ Not applicable

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

For purposes of these provisions, the following definitions apply:

**"Contract"** means this Grant or any contract or subgrant funded by this Grant.

**"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

**(C) Subpart F – Audit Requirements of 2 CFR §200.5XX**

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

**3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

## EXHIBIT D

### FEDERAL AWARD IDENTIFICATION

#### (Required by 2 CFR 200.331(a))

|                                                                                                                                             |                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| (i) Grantee Name:<br><i>(must match DUNS registration)</i>                                                                                  |                                                                               |
| (ii) Grantee's DUNS number:                                                                                                                 | 009229860                                                                     |
| (iii) Federal Award Identification Number (FAIN):                                                                                           |                                                                               |
| (iv) Federal award date:<br><i>(date of award to DAS by federal agency)</i>                                                                 | March 27, 2020                                                                |
| (v) Grant period of performance start and end dates:                                                                                        | Start: March 1, 2020<br>End: December 30, 2020                                |
| (vi) Total amount of federal funds obligated by this Grant:                                                                                 |                                                                               |
| (vii) Total amount of federal award committed to Grantee by Agency:<br><i>(amount of federal funds from this FAIN committed to Grantee)</i> | \$25,000                                                                      |
| (viii) Federal award project description:                                                                                                   | Coronavirus Relief Fund                                                       |
| (ix) Federal awarding agency:                                                                                                               | U.S. Department of the Treasury                                               |
| Name of pass-through entity:                                                                                                                | Oregon Department of Administrative Services                                  |
| Contact information for awarding official of pass-through entity:                                                                           | Gerold Floyd,<br>CoronavirusReliefFund@Oregon.gov                             |
| (x) CFDA number, name, and amount:                                                                                                          | Number: 21.019<br>Name: Coronavirus Relief Fund<br>Amount: \$1,388,506,837.10 |
| (xi) Is award research and development?                                                                                                     | Yes <input type="checkbox"/><br>No <input checked="" type="checkbox"/>        |
| (xii) Indirect cost rate:                                                                                                                   | Not allowed per U.S. Treasury guidance                                        |
| Is the 10% de minimis rate being used per §200.414?                                                                                         | Yes <input type="checkbox"/><br>No <input checked="" type="checkbox"/>        |

## **Position Description**

**Title:** Administrative Assistant

**Department:** Administration

**Reports to:** City Administrator

**Supervision Duties:** None

**FLSA Status:** Non-Exempt

**Classification:** Part-Time – 20-32 hours a week

### **Essential Job Duties:**

- Primary responsibility for reception, fax services, copying, answering the multi-line telephone system, mail pickup and distribution, ordering supplies.
- Primary responsibility for maintenance of utility accounts, calculation of deposits and balances, perform data entry and prepare and review monthly utility bills, delinquency notices and water shut off notices.
- Primary responsibility for the accounts payable cycle including conducting necessary research to determine appropriateness of payment, entering invoices into computer system, printing checks and assembling checks with invoices/statements for signatures. Mail signed checks, file check copy with backup and file accounts payable reports in appropriate manner.
- Serve as city cashier for utility and other city payments, deposits, fees, fines, etc.
- Provide clerical services in support of all city functions including computer, 10-key, fax, copier and multi-line phone system.
- Interact directly with the public on a daily basis.
- Provide excellent customer service. Create a positive experience for customers through professional and courteous behavior and creative problem resolution.
- Continue to develop skills through training, reading and meeting with others so that they are able to meet the changing demands and perform the duties of their position.
- Coordinate and record safety committee meetings and trainings. Follow and enforce the safety rules and procedures and contribute to the safety of co-workers and the general public.
- Coordinate rentals of city facilities and maintain calendar and forms for rentals.
- Coordinate staff calendar and maintain leave forms for employees.
- Generate and update forms as needed for rentals, utility functions and other forms needed.
- Other duties as assigned.

### **Typical Duties:**

- Perform varied clerical and secretarial services, greets the public, acts as receptionist answers telephone and responds to questions as appropriate from public and co-workers.
- Schedules use of community facilities – Veterans Memorial Hall, golf course, park, swimming pool.

- Acts as receptionist and cashier.
- Receives cash receipts for sewer and water services, pay stations, licenses, fees and fines.
- Performs the duties of Utility Billing Clerk including but not limited to: Assisting with maintenance of utility billing accounts, receiving and posting payments for billing and deposits, printing, posting and tracking of utility bills, preparation for mailing of bills, reconciling water deposit records, maintaining utility billing, accounts receivable records, preparing shut-off lists, assessing and recording late penalties.
- Manages collection of online payments from all city revenue sources and post to Caselle system.
- Issue dog licenses and maintain records of the issued licenses.
- Schedules use of community facilities and tracks deposits, track keys, payments and forms required for use.
- Prepare daily cash deposit for reconciliation.
- Performs other related tasks as required.
- Assist swimming pool manager in ordering and other administrative tasks as needed.
- Maintain transient tax forms, mailings and receipts.

### **Minimum Qualifications:**

#### Education and Experience

Secretarial and general office procedures experience necessary. Word processing, accurate operation of 10-key calculator, bookkeeping, positive public relations are required.

#### Certifications and Licenses

- High School Diploma or GED equivalent required
- May substitute completion of business school or equivalent education for experience.

#### Skills, Knowledge and Abilities

- Have excellent customer service skills and ability to multi-task.
- Some bookkeeping skills required.
- Have extensive knowledge of record keeping and office procedures.
- Computer, word processing, data entry and filing skills required.
- Able to make computations and tabulations accurately and with reasonable speed using a ten-key calculator.
- Must be able to understand and follow oral and written instructions, learn clerical tasks readily; adhere to prescribed departmental routines; establish and maintain harmonious working relationships with the public and other employees.
- Must be able to pass background check and demonstrate ability to perform essential skills.

### **Physical/Mental Demands:**

While performing the duties of this position, the employee is frequently required to walk, stand, bend, kneel, stoop, communicate, reach and manipulate objects. The position requires mobility. Duties involve moving materials weighing up to 10 pounds on a regular basis such as files, books, office equipment, etc., coordination are required while operating equipment such as a computer keyboard, calculator and standard office equipment.

**Working Conditions:**

Usual office working conditions: noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises.

RECEIVED

JUL 13 2020

City of Condon  
CONDON  
PO Box 445  
Condon, OR 97823

CITY OF CONDON

### RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2020**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

---

\$10.00 Renewal Fee for ON-PREMISES     \$10.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.  
**PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT**

---

### HOW TO MAKE A RECOMMENDATION

**You have until 9/10/2020 to make your recommendation. Below are your options for renewals:**

#### RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **9/10/2020**, the OLCC will process the renewal application as a favorable recommendation.

#### RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to [OLCC.Renewals@oregon.gov](mailto:OLCC.Renewals@oregon.gov) or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

**REASONS WE MAY DENY OR RESTRICT A LICENSE**  
**ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322**  
**845-005-0325, 845-005-0326(4)(5) or 845-005-0355**

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations  
public drunkenness  
fights or altercations  
harassment  
unlawful drug sales  
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking  
increase in traffic  
too many licenses in a specific area (saturation)  
entertainment type - nude dancing, gambling, live bands, etc.  
increased noise  
zoning issues

Visit [www.oregon.gov/olcc/](http://www.oregon.gov/olcc/) to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

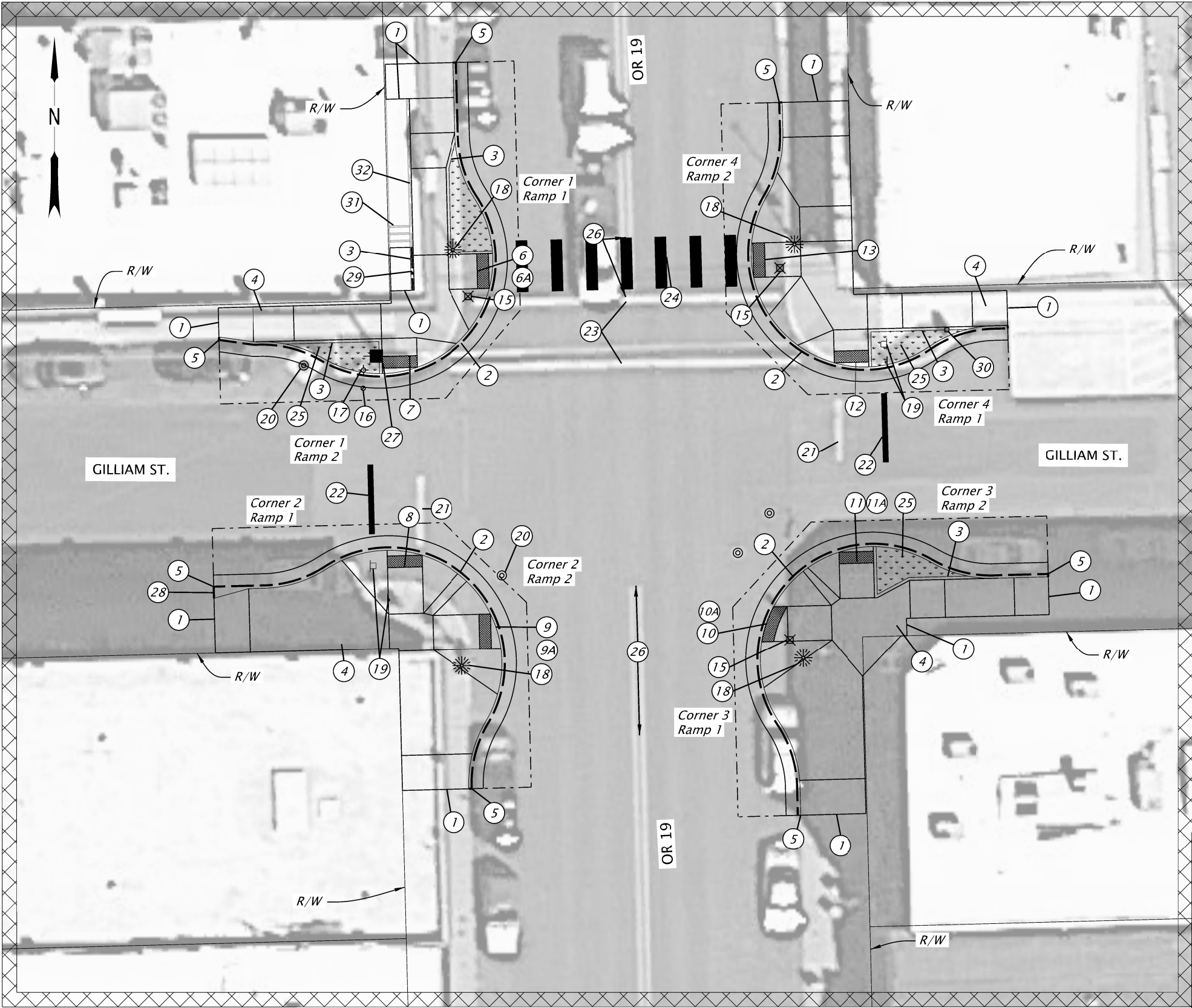
| License No./<br>Premises No. |        | Tradename/Licensee/License Type                           | Premises Address & Phone         | Premises Mailing Address |
|------------------------------|--------|-----------------------------------------------------------|----------------------------------|--------------------------|
| Lic.                         | 298815 | <b>CONDON FOOD MART</b>                                   | 205 E WALNUT                     | PO BOX 1397              |
| Prem.                        | 40191  | HATTENHAUER DISTRIBUTING CO<br>O - OFF-PREMISES SALES     | CONDON, OR 97823<br>541-384-2646 | THE DALLES, OR 97058     |
| Lic.                         | 298460 | <b>ELKS LODGE #1869 CONDON</b>                            | 117 S MAIN ST                    | PO BOX 123               |
| Prem.                        | 6567   | ELKS LODGE #1869 CONDON<br>F-CLU - FULL ON-PREMISES SALES | CONDON, OR 97823<br>541-980-1689 | CONDON, OR 97823         |
| Lic.                         | 301290 | <b>HOTEL CONDON AND THE BUCKHORN</b>                      | 202 S MAIN                       |                          |
| Prem.                        | 35881  | NEW HOTEL CONDON LLC<br>F-COM - FULL ON-PREMISES SALES    | CONDON, OR 97823<br>541-384-4624 |                          |
| Lic.                         | 299100 | <b>MURRAY'S CONDON PHARMACY</b>                           | 225 S MAIN                       | PO BOX 725               |
| Prem.                        | 39876  | MURRAY'S DRUG INC<br>O - OFF-PREMISES SALES               | CONDON, OR 97823<br>541-384-2801 | CONDON, OR 97823         |
| Lic.                         | 300065 | <b>THE CONDON ROUND-UP</b>                                | 209 S MAIN ST                    | PO BOX 381               |
| Prem.                        | 49510  | THE CONDON ROUND-UP LLC<br>O - OFF-PREMISES SALES         | CONDON, OR 97823<br>541-384-5100 | CONDON, OR 97823         |
| Lic.                         | 300066 | <b>THE CONDON ROUND-UP</b>                                | 209 S MAIN ST                    | PO BOX 381               |
| Prem.                        | 49510  | THE CONDON ROUND-UP LLC<br>F-COM - FULL ON-PREMISES SALES | CONDON, OR 97823<br>541-384-5100 | CONDON, OR 97823         |
| Lic.                         | 300440 | <b>THE CONDON ROUND-UP</b>                                | 209 S MAIN ST                    | PO BOX 381               |
| Prem.                        | 49510  | THE CONDON ROUND-UP LLC<br>L - LIMITED ON-PREMISES SALES  | CONDON, OR 97823<br>541-384-5100 | CONDON, OR 97823         |
| Lic.                         | 299481 | <b>TWO BOYS MEAT &amp; GROCERIES</b>                      | 301 S MAIN ST                    | PO BOX 747               |
| Prem.                        | 12404  | TWO BOYS MEAT & GROCERIES INC<br>O - OFF-PREMISES SALES   | CONDON, OR 97823<br>541-384-2371 | CONDON, OR 97823         |

Count for CONDON

8

OR 19: WALNUT ST TO TRIMBLE ST

CONDON SITE 11



- 1 Connect to extg. walk

2 Const. curb and gutter

3 Const. standard curb

4 Const. P.C. conc. sidewalk

5 Connect to extg. curb

6 Const. curb ramp, Combination  
Inst. safety yellow truncated domes  
on new surface - 12.0 sq. ft.  
PCC surfacing  
(For details, see sht. BC423)

6A DE Control No. XXXXX-XX - Ramp  
Turning Space Slope and Gutter Flow Slope  
Intersection Control Type - Uncontrolled

7 Const. curb ramp, Combination  
Inst. safety yellow truncated domes  
on new surface - 12.0 sq. ft.  
PCC surfacing  
(For details, see sht. BC423)

8 Const. curb ramp, Perpendicular  
Inst. safety yellow truncated domes  
on new surface - 12.6 sq. ft.  
PCC surfacing  
(For details, see sht. BC424)

9 Const. curb ramp, Perpendicular  
Inst. safety yellow truncated domes  
on new surface - 12.0 sq. ft.  
PCC surfacing  
(For details, see sht. BC424)

9A DE Control No. XXXXX-XX - Ramp  
Turning Space Slope  
Intersection Control Type - Uncontrolled

10 Const. curb ramp, Perpendicular  
Inst. radial safety yellow truncated domes  
on new surface - 12.9 sq. ft.  
PCC surfacing  
(For details, see sht. BC425)

10A DE Control No. XXXXX-XX - Ramp  
Running Slope and Ramp Turning Space  
Slope  
Intersection Control Type - Uncontrolled

11 Const. curb ramp, Combination  
Inst. safety yellow truncated domes  
on new surface - 12.0 sq. ft.  
PCC surfacing  
(For details, see sht. BC425)

11A DE Control No. XXXXX-XX - Ramp  
Turning Space Slope  
Intersection Control Type - Stop
- 12 Const. curb ramp, Combination  
Inst. radial safety yellow truncated domes  
on new surface - 12.1 sq. ft.  
PCC surfacing  
(For details, see sht. BC426)

13 Const. curb ramp, Combination  
Inst. safety yellow truncated domes  
on new surface - 12.0 sq. ft.  
PCC surfacing  
(For details, see sht. BC426)

14 Remove extg. inlet

15 Install inlet protection-Type 3

16 Adjust extg. water valve (by others)

17 Preserve and protect extg. fire hydrant

18 Relocate extg. luminaire (by others)

19 Remove & Reinstall sign(s) on  
new PSST support

20 Adjust extg. MH

21 Remove extg. stop bar

22 Install stop bar

23 Remove extg. crosswalk

24 Install continental crosswalk

25 Install rock mulch

26 Remove extg. striping within intended  
crossing location

27 Relocate extg. utility pole (by others)

28 Const. low profile mountable curb  
(See dwg. no. RD700)

29 Note not used

30 Relocate extg. library box (by others)

31 Presere & protect extg. stairs

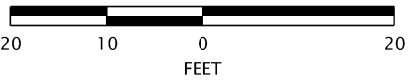
32 Presere & protect extg. handrail

33 Const. type "CG-2" inlet  
(See dwg. no. RD366)
- General Note:  
1. Mark ROW line prior to construction.

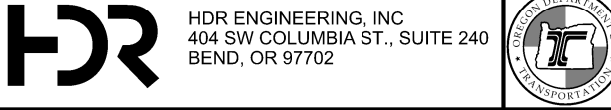
 Right-of-Way delays or access delays  
(See 00180.65)

53V-073

ADA CURB RAMP PILOT PROGRAM PROJECT



EXPIRES: DECEMBER 31, 2021



CENTRAL OREGON CURB RAMPS - PHASE 2

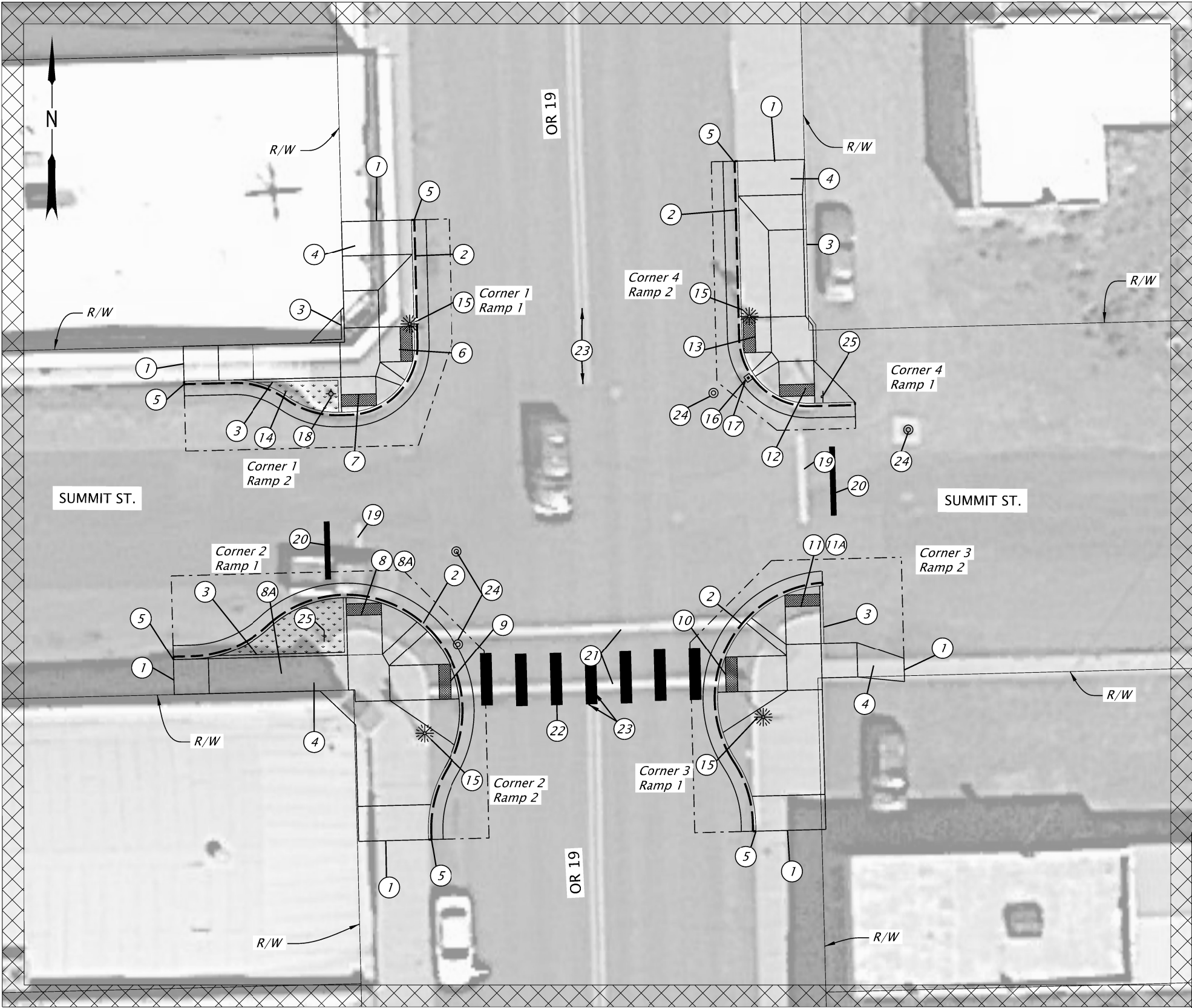
VARIOUS HIGHWAYS  
VARIOUS COUNTIES

Designer: Justin Hornsby  
Reviewer: Stephanie Serpico  
Drafter: Stephanie Teeter  
Checker: Jose Banuelos

GENERAL CONSTRUCTION

SHEET NO.  
C411

CONDON SITE 12



- ① Connect to extg. walk
- ② Const. curb and gutter
- ③ Const. standard curb
- ④ Const. P.C. conc. sidewalk
- ⑤ Connect to extg. curb
- ⑥ Const. curb ramp, Combination  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC427)
- ⑦ Const. curb ramp, Combination  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC427)
- ⑧ Const. curb ramp, Parallel  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC428)
- ⑧A DE Control No. XXXXX-XX - Ramp Turning Space Slope. Ramp Running Slope and Gutter Flow Slope Intersection Control Type - Stop
- ⑨ Const. curb ramp, Parallel  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC428)
- ⑩ Const. curb ramp, Combination  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC429)
- ⑪ Const. curb ramp, Combination  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC429)
- ⑪A DE Control No. XXXXX-XX - Cross Slope and Gutter Flow Slope Intersection Control Type - Stop

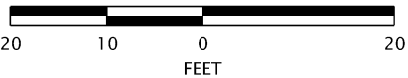
- ⑫ Const. curb ramp, Perpendicular  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC430)
- ⑬ Const. curb ramp, Combination  
Inst. safety yellow truncated domes on new surface - 12.0 sq. ft. PCC surfacing (For details, see sht. BC430)
- ⑭ Install rock mulch
- ⑮ Relocate extg. luminaire (by others)
- ⑯ Adjust inlet
- ⑰ Install inlet protection-Type 3
- ⑱ Preserve and protect extg. fire hydrant
- ⑲ Remove extg. stop bar
- ⑳ Install stop bar
- ㉑ Remove extg. crosswalk
- ㉒ Install continental crosswalk
- ㉓ Remove extg. striping within intended crossing location
- ㉔ Preserve and protect extg. MH
- ㉕ Preserve and protect extg. sign

General Note:  
1. Mark ROW line prior to construction.

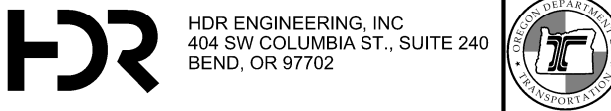


Right-of-Way delays or access delays  
(See 00180.65)

ADA CURB RAMP PILOT PROGRAM PROJECT



EXPIRES: DECEMBER 31, 2021



CENTRAL OREGON CURB RAMPS - PHASE 2

VARIOUS HIGHWAYS  
VARIOUS COUNTIES

Designer: Justin Hornsby  
Reviewer: Stephanie Serpico  
Drafter: Stephanie Teeter  
Checker: Jose Banuelos

GENERAL CONSTRUCTION

SHEET NO.  
C412

## **LEGAL NOTICE**

### **CITY OF CONDON PUBLIC NOTICE ELECTION OF MAYOR AND COUNCIL MEMBERS**

Notice is hereby given that on November 3, 2020 an election will be held for the purpose of electing a mayor and three council members for the City of Condon. The position of Mayor is a two-year term and the positions of City Councilors are four-year terms.

Election forms are now available at City Hall, 128 S. Main Street, Condon, weekdays 8 a.m. to 5 p.m. Candidates must be a qualified elector and have resided in the City of Condon during the 12 months preceding the election. Or may fill out on the Oregon Secretary of State website – <https://sos.oregon.gov/elections/Pages/electionforms.aspx>

Forms must be returned no later than Tuesday, August 25, 2020, 3 p.m. to City Hall, 128 S. Main Street, Condon. If you have any questions, please contact the Kathryn Greiner, City Administrator, 541-384-2711 – [admin@cityofcondon.com](mailto:admin@cityofcondon.com).



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

## **LEGAL NOTICE**

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## City Candidates

City candidates may file with the city elections office by paying a filing fee or by a petition containing signatures.

The city elections official will verify qualification for a candidate prior to their name being placed on the ballot. If the candidate does not qualify for the position, the filing will be rejected and any fees will be refunded.

Qualifications and requirements set by city charter or ordinance may differ from state statutes. For more information and specific requirements, contact the city elections official before filing.

## Filing Requirements

|                                                                                                                                                                                                                                                                                                | Primary Election                      | General Election                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>First Day to File</b>                                                                                                                                                                                     | September 12, 2019                    | June 3, 2020                                                                                                                                                              |
|  <b>Last Day to File</b>                                                                                                                                                                                      | March 10, 2020                        | August 25, 2020                                                                                                                                                           |
|  <b>Last Day to Withdraw</b>                                                                                                                                                                                  | March 13, 2020                        | August 28, 2020                                                                                                                                                           |
| Office                                                                                                                                                                                                                                                                                         | Fee                                   | Required Signatures                                                                                                                                                       |
| <b>City Office</b><br> Contact the local elections official to determine which election the office will appear on and for any applicable charter or ordinance provisions that may supersede this information. | Set by charter or ordinance <b>or</b> | The lesser of either 500 signatures or 1% of the number of votes cast in the district for governor at the last election at which the Governor was elected to a full term. |

## Filing Methods for City Candidates

 A person may only file for one lucrative office at the same election. Unless the person has withdrawn from the first filing, all filings are invalid. ORS 249.013

### File by Fee

ORS 249.056

A candidate must file the following with the city elections office:



Form **SEL 101 Candidate Filing – Major Political Party or Nonpartisan**

and

→ pay the required filing fee, if any.

City candidate filing fees may be set by a city charter or ordinance. Check with your city elections official for more information.

### File by Petition

ORS 249.008, 249.020, 249.031, 249.035, and 249.061-249.076

All signatures must be from active Oregon registered voters within the district.

A candidate must allow sufficient time for signatures to be verified before the filing deadline.



Violations of certain circulator requirements may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. ORS 260.715 and 260.993

The following forms must be completed and filed with the city elections office:

 [SEL 101 Candidate Filing – Major Political Party or Nonpartisan](#) marked “Prospective Petition”

and

 [SEL 121 Candidate Signature Sheet – Nonpartisan](#).

 See [Circulator and Petition Sheet Requirements on page 27](#).

### Approval to Circulate

After receiving the completed forms the elections official reviews for required information and if complete will provide written approval to circulate the prospective nominating petition that includes:

- petition number;
- number of signatures required; and
- filing deadline.



All signature sheets must be approved in writing by the elections official before circulating. Failure to do so will result in the rejection of the signature sheets.

### Required Signatures

A candidate is advised to obtain more than the required number of signatures to ensure the petition contains a sufficient number of valid signatures.

City candidate must have the lesser of either:

- 500 signatures
- or
- 1% of the votes cast in the electoral district for all candidates for Governor at the last election where the Governor was elected to a full term.

City charter or ordinance may have different requirements.

### Complete Filing

To complete the filing process a candidate must:

- 1 ensure each signature sheet certification is signed and dated by the circulator;
- 2 submit the signature sheets to the city elections official for verification allowing sufficient time for the verification process to be completed prior to the filing deadline;

and

- 3 file the signature sheets with Form [SEL 338 Petition Submission – Candidate, Voters’ Pamphlet](#).

### Signature Verification

The city elections official will review signature sheets for sufficient circulator certification.

The city elections official will submit the signatures to the county elections official for signature verification. The county elections official will:

- verify the original signatures against the voters’ current registration record **and**
- return the certified signature sheets to the city elections official.

The city elections official will notify the candidate of the results of the signature verification. If it is determined that there are not enough valid signatures and the filing deadline has not passed, the candidate may submit additional signatures.

## Candidate Filing Timeline

 If a city does not elect candidates at a primary election, the first day to file for office is June 3, 2020, and the deadline is 5 pm on August 25, 2020, for the November 3, 2020 General Election.

## District Candidates

ORS 255.235

District candidates may file with the county elections office by paying a filing fee or by petition to obtain signatures.

## Qualifications for District Offices

Contact the Elections Division for what procedures apply to candidates for a newly created district board. Before filing for district office, a candidate should contact the county elections official to review the statutory requirements for the office sought.

Special district statutory requirements may differ from general state elections requirements.

Soil and Water Conservation District candidates must contact the Oregon Department of Agriculture for information related to filing for candidacy.

Regular district elections to elect district board members are held at the May election in each odd-numbered year. For more information and specific requirements, contact the county elections official before filing.

Candidates for Metropolitan Service District (MSD) offices must follow the same process as state and county nonpartisan candidates.

## Filing Requirements for District Offices

**Contact your county elections official to ensure all statutory requirements are met.**

All signatures must be of active Oregon registered voters within the district.

|                                                                                                                                                                                           | Primary Election | General Election | Regularly Scheduled District Election                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------------------------------------------------------------------------------------------------|
|  <b>First Day to File</b>                                                                              | January 30, 2020 | July 16, 2020    | February 6, 2021                                                                                           |
|  <b>Last Day to File</b>                                                                               | March 10, 2020   | August 25, 2020  | March 18, 2021                                                                                             |
|  <b>Last Day to Withdraw</b>                                                                           | March 10, 2020   | August 25, 2020  | March 18, 2021                                                                                             |
| Office                                                                                                                                                                                    | Fee              |                  | Required Signatures                                                                                        |
| <b>District Office</b>                                                                                                                                                                    | \$10             | or               | The lesser of either 25 signatures or 10% of the total number of active registered voters in the district. |
|  District board members are elected at the regular district election in May of each odd-numbered year. |                  |                  | Contact the local elections official for any applicable by-laws that may supersede this information.       |

 No person may be a candidate for more than one position on the same district board to be filled at the same election. ORS 249.013

## 2020 Local Elections Calendar

|  Last day for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Primary Election |            | General Election |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|------------------|-------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | March 10         | May 19     | September 15     | November 3  |
| <b>County Elections Official to Publish</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                  |            |                  |             |
| → notice of district board election (ORS 255.075)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | November 30      | January 30 | June 6           | July 16     |
|  Regular district elections are generally held in May of odd numbered years. Districts should contact the county elections official of the county in which the district's administrative office is located for election information.                                                                                                                                                                                                                                                                                                      |                  |            |                  |             |
| <b>County, City or District Candidates to file with Local</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |            |                  |             |
| → a declaration of candidacy and required filing fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | January 9        | March 10   | July 16          | August 25   |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                  |            |                  |             |
| → a verified nominating petition containing 100% of the required number of signatures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                  |            |                  |             |
| → a statement for inclusion in county voters' pamphlet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | January 13       | March 12   | July 20          | August 27   |
| → a statement for inclusion in county voters' pamphlet if the candidate files candidacy with governing body other than county clerk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | January 13       | March 23   | July 20          | September 8 |
|  <b>District Candidates:</b> The enabling statutes, or principle act, of a district specifies how board members are elected. Most districts, as defined in ORS 255.012, elect board members at the regular district election which is held in May of odd numbered years or at the Primary or General Election. As provided for in ORS 255.235(2)(a), the March and September deadlines included above are only applicable if the election is a district's first election to elect board member and are not included in the daily calendar. |                  |            |                  |             |

## 2021 Local Elections Calendar

|  Last day for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Primary Election |            | General Election |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|------------------|-------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | March 9          | May 18     | September 21     | November 2  |
| <b>County Elections Official to Publish</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |            |                  |             |
| → notice of district board election (ORS 255.075)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | November 28      | February 6 | June 8           | July 27     |
|  Regular district elections are generally held in May of odd numbered years. Districts should contact the county elections official of the county in which the district's administrative office is located for election information.                                                                                                                                                                                                                                                                                                  |                  |            |                  |             |
| <b>Candidates to file with County Elections Official</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |            |                  |             |
| → verified signatures or \$10 filing fee (ORS 255.235)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | January 7        | March 18   | July 22          | September 2 |
| → statement for inclusion in county voters' pamphlet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | January 11       | March 22   | July 26          | September 7 |
|  <b>County and City Candidates:</b> Deadlines applicable to county and city office are not included on this calendar. Candidates for those offices, unless otherwise provided for by charter or ordinance, are elected at the primary or general election. If a county or city charter provides for candidates to be elected at an election other than the primary or general election but does not specify a deadline or adopts the statutory filing deadline, ORS 249.722 applies.                                                  |                  |            |                  |             |
|  <b>District Candidates:</b> The enabling statutes, or principle act, of a district specifies how board members are elected. Most districts, as defined in ORS 255.012, elect board members at the regular district election which is held in May of odd numbered years or at the Primary or General Election. The March, September and November deadlines included above, are only applicable if the election is a district's first election to elect board member (ORS 255.235(2)(a)). They are not included in the daily calendar. |                  |            |                  |             |

# Candidate Filing

## Major Political Party or Nonpartisan

**SEL 101**rev 01/20  
ORS 249.031

| Filing Dates                                       |                   | Candidate Filing   |                 | Candidate Withdrawal |
|----------------------------------------------------|-------------------|--------------------|-----------------|----------------------|
| <b>Primary Election</b><br><b>May 19, 2020</b>     | First Day to File | September 12, 2019 | March 10, 2020  | March 13, 2020       |
|                                                    | Last Day to File  |                    |                 |                      |
| <b>General Election</b><br><b>November 3, 2020</b> | First Day to File | June 3, 2020       | August 25, 2020 | August 28, 2020      |
|                                                    | Last Day to File  |                    |                 |                      |

### Filing Information

This filing is an ☐ Original ☐ Amendment

### Office Information

Filing for Office of:

District, Position or County:

Party Affiliation: ☐ Democratic Party ☐ Republican Party ☐ Nonpartisan

Incumbent Judge (for judicial candidates only): ☐ Yes ☐ No ☐ Nondisclosure on file

### Filing Method

☐ Fee

| Office                          | Filing Fee | Office                              | Filing Fee                  |
|---------------------------------|------------|-------------------------------------|-----------------------------|
| United States President         | n/a        | District Attorney                   | \$50                        |
| United States Vice President    | n/a        | County Judge                        | \$50                        |
| United States Senator           | \$150      | MSD Executive Officer, MAD Director | \$100                       |
| United States Representative    | \$100      | MSD Councilor                       | \$25                        |
| Statewide Offices               | \$100      | County Office                       | \$50                        |
| State senator or Representative | \$25       | City Office                         | Set by charter or ordinance |
| Circuit Court Judge             | \$50       | Justice of the Peace                | n/a                         |

☐ Prospective Petition, in lieu of filing fee ☐ Some circulators may be paid ☐ Yes ☐ No

### Candidate Information

#### Name of Candidate

First MI Last Suffix Title

#### How you would like your name to appear on the ballot

#### Candidate Residence / Route Address

Street Address City State Zip County

#### Candidate Mailing Address and Contact Information Only one phone number and an email is required.

Street Address or PO Box City State Zip

Work Phone Home Phone Cell Phone Fax

Email Address Web Site, if applicable

#### Race and Ethnicity Optional

Continued on page 2 of this form

**Occupation (present employment)** If not employed, enter "Not Employed".

**Occupational Background (previous employment)** If no relevant experience, None or NA must be entered.

**Educational Background (schools attended)**

| Complete name of School | Last Grade completed | Diploma/Degree/Certificate | Course of Study |
|-------------------------|----------------------|----------------------------|-----------------|
|                         |                      |                            |                 |
|                         |                      |                            |                 |
|                         |                      |                            |                 |
|                         |                      |                            |                 |

**Educational Background (other)** Attach a separate sheet if necessary.

**Prior Governmental Experience (elected or appointed)** If no relevant experience, None or NA must be entered.

**Campaign Finance Information** Not applicable to candidates for federal office.

A candidate must file a Statement of Organization not later than three business days of first receiving a contribution or making an expenditure and no later than the deadline for filing a nominating petition, declaration of candidacy, or certificate of nomination, whichever occurs first, unless they meet the criteria for an exemption. To meet the criteria, the candidate must serve as their own treasurer, not have an existing candidate committee, and not expect to spend or receive more than \$750 during the entire calendar year (including in-kind contributions and personal funds).

If you have an existing candidate committee you must amend the statement of organization not later than 10 days after a change in information. This includes changes to the election you are active in and the office you are running for.

See the Campaign Finance Manual for the procedural and legal requirements of establishing and maintaining a candidate committee.

**Candidate Attestation**

*By signing this document, I hereby state that:*

- I will accept the nomination for the office indicated above;
- I will qualify for said office if elected;
- All information provided by me on this form is true to the best of my knowledge; **and**
- No circulators will be compensated based on the number of signatures obtained by the circulator on a prospective petition

**For Major Political Party Candidates**

- if not nominated, I will not accept the nomination or endorsement of any political party other than the one named
- I have been a member of said political party, subject to the exceptions stated in ORS 249.046, for at least 180 days before the deadline for filing a nominating petition or declaration of candidacy (ORS 249.031). Does not apply to candidates filing for the office of US President.



**Warning**

Supplying false information on this form may result in conviction of a felony with a fine of up to \$125,000 and/or prison for up to 5 years. (ORS 260.715). A person may only file for one lucrative office or not more than one precinct committee person at the same election. Unless the person has withdrawn from the first filing, all filings are invalid. (ORS 249.013 and ORS 249.170)

\_\_\_\_\_  
Candidate Signature

\_\_\_\_\_  
Date

For Office User Only

Initials \_\_\_\_\_

Batch Sheet/CC Approval Code/ Receipt Number \_\_\_\_\_

Candidate Signature Sheet | Nonpartisan

☐ SOME Circulators    ☐ No Circulators    for this petition are being paid.

This is a candidate nominating petition. Signers of this page must be active registered voters in the county listed.

 Signatures must be verified by the appropriate county elections official before the petition can be filed with the filing officer.

Petition ID \_\_\_\_\_

County \_\_\_\_\_

| Candidate Information |                                                          |
|-----------------------|----------------------------------------------------------|
| Name                  | Office                                                   |
| Election              | District or Position Number (include city if applicable) |

To the Elections Official/Filing Officer, We the undersigned voters, request the candidate's name be placed on the ballot at the election listed above for nomination to the office indicated.

 Signers must initial any changes the circulator makes to their printed name, residence address or date they signed the petition.

| Signature | Date Signed | mm/dd/yy | Print Name | Residence or Mailing Address | street, city, zip code |
|-----------|-------------|----------|------------|------------------------------|------------------------|
| 1         |             |          |            |                              |                        |
| 2         |             |          |            |                              |                        |
| 3         |             |          |            |                              |                        |
| 4         |             |          |            |                              |                        |
| 5         |             |          |            |                              |                        |
| 6         |             |          |            |                              |                        |
| 7         |             |          |            |                              |                        |
| 8         |             |          |            |                              |                        |
| 9         |             |          |            |                              |                        |
| 10        |             |          |            |                              |                        |

**Circulator Certification** This certification must be completed by the circulator and additional signatures should not be collected on this sheet once the certification has been signed and dated! I hereby certify that I witnessed the signing of the signature sheet by each individual whose signature appears on the signature sheet, and I believe each person is a voter qualified to sign the petition (ORS 249.061). I also hereby certify that compensation I received, if any, was not based on the number of signatures obtained for this petition.

|                            |                      |                        |
|----------------------------|----------------------|------------------------|
| Circulator Signature       | Date Signed          | mm/dd/yy               |
| Printed Name of Circulator | Circulator's Address | street, city, zip code |

Sheet Number

Completed by

Candidate