



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

AGENDA REGULAR CITY COUNCIL MEETING

WEDNESDAY, MAY 7, 2025, 7:00 PM

<https://us02web.zoom.us/j/85332960778?pwd=F5rN5bsgp0UVw93UCO0Nnbaf4z0cxY.1>

**Meeting ID: 853 3296 0778
Passcode: 929518**

- 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 comments on the agenda items. Comments are limited to five (5) minutes.**
- 5. CONSENT AGENDA**
 - 5.1. Review & Approve Minutes of the April 2, 2025 Regular Condon City Council Meeting**
 - 5.2. Review April Accounts Payable and VISA Statements**
 - 5.3. Review & Approve Payment to Farm Equipment Headquarters for Kubota Equipment - CWD Grant**
- 6. OLD BUSINESS**
 - 6.1. Condon Grade School Update**
- 7. NEW BUSINESS**
 - 7.1. Gilliam County Fire Services Report - Casey Zollar, Coordinator**
 - 7.2. Review & Approve the Condon Community Swimming Pool Master Plan Agreement with Opsis Architecture LLP**
 - 7.3. Review & Approve Change Order from Rutherford Construction LLC for Steps at Golf Course Clubhouse**
 - 7.4. Approve Bank of Eastern Oregon Municipal Account Signers**
- 8. STAFF REPORTS**
 - 8.1. Public Works – Public Works Superintendent Gibb Wilkins**
 - 8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt**
 - 8.3. Administration – City Administrator Kathryn Greiner**
- 9. COUNCIL INFORMATION**
 - 9.1. Budget Committee Meeting Draft Minutes - April 21, 2025**

- 9.2. Condon Community Clean-Up & Hazardous Household Community Clean-Up Day Friday, May 16, 9 a.m. to noon**

10. NEXT REGULAR MEETING DATE

- 10.1. The next regular Condon City Council meeting is scheduled for Wednesday, June 4, 2025, 7 p.m. at City Hall.**

11. ADJOURN REGULAR MEETING

The City of Condon is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to City of Condon Administrator, PO Box 445, Condon, OR 97823.

Agenda prepared and distributed April 30, 2025



128 S Main St.
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Condon, OR 97823
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MINUTES REGULAR CITY COUNCIL MEETING

WEDNESDAY, APRIL 2, 2025, 7:00 PM

1. CALL REGULAR MEETING TO ORDER

Mayor Dustan Hall called the meeting to order at 7 p.m.

2. ROLL CALL

Present: Mayor Dustan Hall; Councilors Jan Stinchfield, Dawn Parm, Jeremy Kirby(zoom), Michael Durfey, Hanna Bass and Tom Fatland (zoom); Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins and Gilliam County Sheriff Gary Bettencourt.

Absent: None

3. ADDITIONS TO AGENDA

3.1. **** 5.3 - Rutherford Construction, LLC Request for Golf Course Clubhouse Payment over \$50,000**

3.2. **** 9.2 - City of Condon Water Summary**

4. PUBLIC COMMENT

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

Steve Allen representing the Condon Arts Council (CAC) stated that the mural on the side of their building was not completed and is unable to get the muralist back to finish the job. He asked if the council would approve a band of paint on the top to complete it that would be similar color to Hotel Condon. Gilliam County SWCD will cover the cost of the paint and CAC members will complete it. Allen also stated that SWCD was applying for a grant to complete the kiosk and will install a temporary plaque until the kiosk is funded. The council asked that he send in the color samples to the city for approval and appointed Councilor Durfey to review and approve. Allen stated that CAC is applying for grants to do a complete restoration of the outside of the Sweeney and Liberty Theatre buildings. They asked the city for letters of recommendation which were approved and will be signed by the Mayor.

5. CONSENT AGENDA

5.1. **Review & Approve the Regular Condon City Council Meeting Minutes of March 5, 2025.**

A motion was made by Councilor Parm to approve the Condon City Council regular meeting minutes of March 5, 2025. The motion was seconded by Councilor Bass. Motion carried.

Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

5.2. **Review the March Accounts Payable and VISA Statements**

No questions on accounts payable or VISA statements.

5.3. **** Review & Approve Rutherford Construction, LLC Golf Course Payments of \$50,900**

CA Greiner stated that there was a change order for the golf course to replace drywall on the ceiling that was reviewed by the Public Works department.

A motion was made by Councilor Durfey to approve the payment of \$50,900 to Rutherford Construction, LLC for golf

course clubhouse. The motion was seconded by Councilor Stinchfield. Motion carried.

Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

6. OLD BUSINESS

6.1. Golf Course Clubhouse Update

CA Greiner stated that a change order of \$5,900 for the ceiling was approved after consulting with Public Works to allow for less cracking in colder weather when the building is not in use. The project is still on schedule to be completed by June 15, 2025 or sooner.

6.2. Condon Community Swimming Pool Update

Council received an estimate from OPSIS of approximately \$70,000 that included reimbursable expenses, to complete a Master Plan for the Condon Community Pool. CA Greiner recommended that the city apply for a Gilliam County Capital Investment project grant of \$75,000 to have this plan completed. The project should be done in a cohesive fashion and by companies that specialize in community pools. The plan will be for a new lap and leisure pool at the Condon Grade School property that is anticipated to be returned to the city once the building has been abated. The project includes community engagement, which was targeted as important by the council at their retreat.

Councilor Fatland asked to consider other locations of the pool in Condon and discuss the size to make consideration for smaller staff. He was not convinced that a six-lane lap pool was needed. After a discussion, it was the consensus to have CA Greiner discuss with OPSIS changing the location to north of the Little League field and the size of the pool. The discussion may come back to the Park and Recreation Committee in May to discuss these issues. CA Greiner will report back at the May meeting and was also directed to apply for the county grant prior to the end of the fiscal year for \$75,000.

7. NEW BUSINESS

7.1. Second Reading Ordinance 2025-01 - An Ordinance Outlining Burning Regulations in the City of Condon

A motion was made by Councilor Parm to approve the second reading of Ordinance 2025-01 - An Ordinance Outlining the Burning Regulations in the City of Condon by title only. The motion was seconded by Councilor Stinchfield.

Roll Call vote - Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

Motion carried.

CA Greiner read the title of the Ordinance 2025-01

A motion was made by Councilor Parm to approve the second reading of Ordinance 2025-01 - An Ordinance Outlining the Burning Regulations in the City of Condon. The motion was seconded by Councilor Durfey.

Roll Call vote - Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

Motion carried.

Ordinance 2025-01 - An Ordinance Outlining the Burning Regulations in the City of Condon will go into effect May 3, 2025.

7.2. Review & Approve Attorney Agreement with Wyatt Baum

CA Greiner stated that this is the first increase in Wyatt Baum's fee since he became the city's attorney in 2015 and seemed more than reasonable compared to other professional rates.

A motion was made by Councilor Durfey to approve the Attorney/Client Fee Contract with Wyatt Baum of Baum Smith LLC. The motion was seconded by Councilor Bass. Motion carried.

Yes- Jan Stinchfield, Dawn Parm, Jeremy Kirby, Tom Fatland, Hanna Bass, Michael Durfey, No- None, Abstain- None

7.3. Fairway Housing Discussion

CA Greiner stated that a state housing technical assistance grant opportunity became available that had to be completed prior to the council's April meeting and she had submitted it for surveying and platting the Fairway Housing subdivision. A planning consultant and an engineer were recommended to do subdivision work. The grant was submitted for \$105,000 with no match up to \$100,000 limit. This grant will be awarded in May and will be available to spend in July 2025. CA Greiner suggested that the city apply for a Gilliam County Capital Investment grant to fully develop Phase I which would include putting in a street and infrastructure, but that did not need to be submitted until the outcome of the housing grant in early May.

Mayor Hall asked about the liability of houses on the city's golf course, and it was discussed that the new floodplain maps would impact development in portions of the subdivision. It was the consensus of the council for the Housing Committee of Mayor Hall and Councilors Stinchfield and Kirby to meet mid- to late-May to discuss the subdivision issues.

8. STAFF REPORTS

8.1. Public Works – Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 2.3 million gallons were pumped up the hill to the reservoirs in March and 4.9 million gallons were pumped down Hay Creek to alleviate the muddy water situation. The system is currently running completely off the spring system with none of the wells being turned on. The park and golf staff are back to work as of April 1 and public works tasks include sweeping the streets, crack sealing the street near the old grade school, installing signs at the Baseball Field development and working on the swimming pool. PW Wilkins said that the city is starting a review by Oregon Health Authority Drinking Water that is required every three years. He also stated that DEQ has sent notice that the transfer station permit is ready for renewal and that no burning will be added to the permit since dumping is free at landfill near Arlington. PW Wilkins said that he is pushing back on the no-burning due to increased home burning and the cost of people traveling to Arlington to drop off burnable yard debris. Councilor Fatland said that when he had issues with DEQ he had to call in support and assistance from state and local representatives to get what was needed without the excessive requirements of DEQ. Councilor Stinchfield said that the transfer station had had good inspections and was questioned about the change. PW Wilkins will keep the council informed of the situation.

Councilor Parm thanked the Public Works crew for fixing the pothole near the intersection of A and Walnut Streets. PW Wilkins stated that the leak was found with a system that used headphones that were being demonstrated to the city. The headphones cost \$6,000, and it was discussed that the city could apply for a Gilliam County Special Project grant or possible Workers' Comp grant for an employee on light duty.

8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt said that City of Arlington is negotiating a new contract with the GCSO, but no changes are anticipated with Condon at this time. He said that the Gilliam County Fire Services Contract is up for re-newable but has questioned if that program is still serving its original purpose and needs to be reviewed. CA Greiner said that she had been approached by a member of the South Gilliam County RFPD regarding that position and after talking with Mayor Hall, who is a member of the GCFS board, invited the staff to give an update at the May council meeting. Mayor Hall said that he was meeting with GCFS before the council meeting in May and would have more information at that time. Sheriff Bettencourt also said that his staff are starting on weed abatement processes and that he will be at the June meeting.

8.3. Administration – City Administrator Kathryn Greiner

CA Greiner reminded the council that the budget committee meeting is Monday, April 21, 7 p.m. and ethics reports are due April 15. She added that due to FEMA's lawsuit over the past decade, a new floodplain ordinance must be adopted by July 1. Planner Dan Meader has prepared the necessary ordinance, which is 42- pages long. Although the Planning Commission does not have to approve this ordinance, it is going to them on April 19 to discuss it. CA Greiner submitted the Baseball Field Housing development to LOC for an Award of Excellence. If it wins, the award will be given at the April Spring LOC Conference in North Bend/Coos Bay, which Mayor Hall is attending. CA Greiner stated that she has been in contact with the recruitment company to find the next city administrator and asked for guidance on who wanted to meet with the recruiter - committee or full council. It was the consensus that the full council would meet to discuss the position.

9. COUNCIL INFORMATION**9.1. Budget Committee Notice & Budget Documents (hard copy)****9.2. Condon Water Source & System Summary****10. NEXT REGULAR MEETING DATE**

10.1. The next regular Condon City Council meeting will be held on Wednesday, May 7, 2025, 7 p.m.

11. ADJOURN REGULAR MEETING

Mayor Hall adjourned the meeting at 7:55 p.m.

Dustan Hall, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACCTECH - A SYSTEMS INTEGRATOR							
1551	ACCTECH - A SYSTEMS INTEG	6249	TECH SUPPORT SVCS	04/01/2025	375.00	.00	
Total ACCTECH - A SYSTEMS INTEGRATOR:					375.00	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	80320	IMPROVEMENTS - BRYAN ST	03/31/2025	2,105.00	.00	
Total ANDERSON, PERRY, & ASSOC.:					2,105.00	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X03	PHONE	03/06/2025	97.12	.00	
599	AT&T MOBILITY	872564008X03	PW Cell Phone	03/06/2025	97.11	.00	
Total AT&T MOBILITY:					194.23	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	37098	Admin Legal	03/24/2025	120.00	.00	
Total BAUM SMITH LLC:					120.00	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1063976	TIRE TUBE - LAWN MOWER	03/20/2025	24.50	.00	
859	BENNETT'S POINT S TIRE & AU	1064018	Flat Repair - BACKHOE	03/24/2025	77.53	.00	
859	BENNETT'S POINT S TIRE & AU	1064018	Flat Repair - BACKHOE	03/24/2025	77.53	.00	
859	BENNETT'S POINT S TIRE & AU	1064248	Flat Repair - JD TRACTOR	04/10/2025	30.00	.00	
859	BENNETT'S POINT S TIRE & AU	1064248	Flat Repair - JD TRACTOR	04/10/2025	30.00	.00	
Total BENNETT'S POINT S TIRE & AUTO:					239.56	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	13142	TRANSFER STATION RESTROO	03/12/2025	128.50	.00	
876	BISHOP SANITATION	13143	Park Restroom	03/12/2025	157.00	.00	
876	BISHOP SANITATION	13855	Park Restroom	04/02/2025	157.00	.00	
876	BISHOP SANITATION	14046	TRANSFER STATION RESTROO	04/09/2025	128.50	.00	
Total BISHOP SANITATION:					571.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	6115	Copier Charge	03/27/2025	2.06	.00	
Total BOHN'S PRINTING:					2.06	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X061629	Biochemical Oxygen	03/07/2025	68.00	.00	
151	BOX R WATER ANALYSIS LAB	X061629	TOTAL SUSPENDED SOLIDS	03/07/2025	47.00	.00	
151	BOX R WATER ANALYSIS LAB	X061643	E coli Coliform Testing	03/07/2025	51.00	.00	
151	BOX R WATER ANALYSIS LAB	X061643	SAMPLE COLLECTIONS/TRANS	03/07/2025	52.00	.00	
151	BOX R WATER ANALYSIS LAB	X061644	E coli Coliform Testing	03/07/2025	51.00	.00	
151	BOX R WATER ANALYSIS LAB	X061645	E coli Coliform Testing	03/07/2025	51.00	.00	
Total BOX R WATER ANALYSIS LAB:					320.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	City HALL	03/20/2025	222.34	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	PARK	03/20/2025	38.53	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	MEMORIAL HALL	03/20/2025	205.02	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Golf Course	03/20/2025	58.96	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Sewer Plant w pivot	03/20/2025	245.76	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Disposal	03/20/2025	593.31	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	City Farm	03/20/2025	1,547.97	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Street Lights	03/20/2025	1,470.44	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	City Farm	03/20/2025	47.75	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Pool	03/20/2025	49.57	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	Library	03/20/2025	326.10	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	GRADE SCHOOL	03/20/2025	140.14	.00	
169	COLUMBIA BASIN ELECTRIC	MARCH 2025	NEW SHOP	03/20/2025	38.07	.00	
Total COLUMBIA BASIN ELECTRIC:					4,983.96	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	MARCH 2025	Water Fuel	03/31/2025	162.02	.00	
224	DEVIN OIL COMPANY	MARCH 2025	Sewer Fuel	03/31/2025	162.02	.00	
Total DEVIN OIL COMPANY:					324.04	.00	
GREINER, KATHRYN							
347	GREINER, KATHRYN	MARCH 2025	SMALL CITIES MTG MILEAGE 8	03/20/2025	57.40	.00	
Total GREINER, KATHRYN:					57.40	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	MARCH 2025	Golf Fuel	03/31/2025	226.14	.00	
Total HATTENHAUER DIST.:					226.14	.00	
HD FOWLER COMPANY							
306	HD FOWLER COMPANY	I6951605	3" WATER METER	03/17/2025	1,900.69	.00	
306	HD FOWLER COMPANY	I6951617	3" WATER METER	03/17/2025	1,900.69	.00	
306	HD FOWLER COMPANY	I6962809	JCM SPOOL, EPOXY COAT	03/31/2025	321.00	.00	
306	HD FOWLER COMPANY	I6966718	JCM SPOOL SHIPPING CHARG	04/03/2025	120.00	.00	
Total HD FOWLER COMPANY:					4,242.38	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	MARCH 2025	Administration	04/01/2025	202.93	.00	
766	HOME TELEPHONE COMPANY	MARCH 2025	Water	04/01/2025	43.99	.00	
766	HOME TELEPHONE COMPANY	MARCH 2025	Sewer	04/01/2025	286.66	.00	
Total HOME TELEPHONE COMPANY:					533.58	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	MARCH 2025	MRC Fiber Project	04/01/2025	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	MARCH 2025	Golf	03/31/2025	48.95	.00	
Total JAMIESON & MARSHALL:					48.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
M & A AUTO PARTS							
371	M & A AUTO PARTS	MARCH 2025	WINDSHIELD WASH	03/29/2025	14.97	.00	
371	M & A AUTO PARTS	MARCH 2025	DE-ICER	03/29/2025	2.99	.00	
371	M & A AUTO PARTS	MARCH 2025	DE-ICER	03/29/2025	3.00	.00	
371	M & A AUTO PARTS	MARCH 2025	BOLTS	03/29/2025	5.29	.00	
371	M & A AUTO PARTS	MARCH 2025	16L INCH PIN	03/29/2025	6.60	.00	
371	M & A AUTO PARTS	MARCH 2025	BATTERY & CORE DEPOSIT	03/29/2025	93.50	.00	
371	M & A AUTO PARTS	MARCH 2025	BATTERY & CORE DEPOSIT	03/29/2025	93.49	.00	
371	M & A AUTO PARTS	MARCH 2025	CLEVIS, BLUE GLOVES	03/29/2025	18.08	.00	
371	M & A AUTO PARTS	MARCH 2025	CLEVIS, BLUE GLOVES	03/29/2025	18.09	.00	
371	M & A AUTO PARTS	MARCH 2025	STARTER & CORE DEPOSIT	03/29/2025	181.59	.00	
371	M & A AUTO PARTS	MARCH 2025	STARTER & CORE DEPOSIT	03/29/2025	181.59	.00	
371	M & A AUTO PARTS	MARCH 2025	SPARK PLUG	03/29/2025	4.54	.00	
371	M & A AUTO PARTS	MARCH 2025	SPARK PLUG	03/29/2025	4.54	.00	
Total M & A AUTO PARTS:					628.27	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	MARCH 2025	City Hall Propane	03/31/2025	360.68	.00	
377	MORROW COUNTY GRAIN GRO	MARCH 2025	SEWER PROPANE	03/31/2025	413.26	.00	
Total MORROW COUNTY GRAIN GROW.:					773.94	.00	
OPEN COUNTRY FARM							
433	OPEN COUNTRY FARM	04022025	Park Supplies	04/02/2025	491.73	.00	
Total OPEN COUNTRY FARM:					491.73	.00	
RUTHERFORD CONSTRUCTION, LLC							
832	RUTHERFORD CONSTRUCTIO	01 APR 25	GOLF COURSE CLUBHOUSE P	04/01/2025	45,000.00	.00	
832	RUTHERFORD CONSTRUCTIO	01 APR 25 2	GOLF COURSE CLUBHOUSE P	04/01/2025	5,900.00	.00	
Total RUTHERFORD CONSTRUCTION, LLC:					50,900.00	.00	
TK ELEVATOR CORPORATION							
1535	TK ELEVATOR CORPORATION	3008392192	LIFT CHAIR	03/01/2025	157.50	.00	
Total TK ELEVATOR CORPORATION:					157.50	.00	
VESTIS							
115	VESTIS	5291660224	Admin Janitorial	03/10/2025	186.43	.00	
115	VESTIS	5291668912	Admin Janitorial	03/24/2025	186.43	.00	
Total VESTIS:					372.86	.00	
VISA							
559	VISA	MAR 2025	MICROSOFT MONTHLY EMAIL	03/23/2025	96.00	.00	
559	VISA	MAR 2025	MICROSOFT ONLINE SVCS	03/23/2025	50.00	.00	
559	VISA	MAR 2025	CLEANING SUPPLIES	03/23/2025	67.92	.00	
559	VISA	MAR 2025	MOP HEAD REPLACEMENT	03/23/2025	16.99	.00	
559	VISA	MAR 2025	OFFICE SUPP - CALC RIBBON,	03/23/2025	23.62	.00	
559	VISA	MAR 2025	FLAGS	03/23/2025	49.98	.00	
559	VISA	MAR 2025	FLAGS	03/23/2025	49.98	.00	
559	VISA	MAR 2025	MICROSOFT ONLINE SVCS	03/23/2025	50.00	.00	
559	VISA	MAR 2025	MICROSOFT MONTHLY EMAIL	03/23/2025	96.00	.00	
Total VISA:					500.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					70,168.09	.00	

Dated: _____

Mayor: _____

City Administrator: _____

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

RECEIVED

Account Summary

Billing Cycle 03/23/25
Days In Billing Cycle 32
Previous Balance \$1,098.93
Purchases + 500.49
Cash + 0.00
Special + 0.00
Balance Transfers + 0.00
Credits - 0.00
Payments - \$1,098.93
Other Charges + 0.00
Finance Charges + 0.00

NEW BALANCE \$500.49

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$8,840.00
Available Cash \$0.00
Amount Over Credit Line \$0.00
Amount Past Due \$0.00
Disputed Amount \$0.00

Important Information About Your Account

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

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

Account Inquiries



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



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



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

Payment Summary

NEW BALANCE	\$500.49
MINIMUM PAYMENT	\$500.49
PAYMENT DUE DATE	04/16/2025

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

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

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



Account Number

5886

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date

03/23/25

New Balance

\$500.49

Total Minimum
Payment Due

\$500.49

Payment Due Date

04/16/2025

\$

500.49

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

Cardholder Account Summary						
Trans Date	Post Date	MCC Code	Reference Number	Description	Amount	
02/22/25	02/23/25	5045	24430995053252004487637	MSFT * E0500VF0IY monthly email	\$96.00	A150
				MSBILL.INFO WA		
02/23/25	02/23/25	5045	24204295054000028144033	MSFT * E0500VEZPO online svcs	\$50.00	A150
				800-6427676 WA		
02/24/25	02/24/25	5942	24692165055105375158487	Amazon.com*TI4S256O3 Cleaning supplies	\$67.92	A10
				Amzn.com/bill WA		
02/25/25	02/26/25	5942	24692165056106690514403	AMAZON MKTPL*Z21B50833 mop head replacement	\$16.99	A10
				Amzn.com/bill WA		
03/11/25	03/12/25	5942	2469216507010949835815	AMAZON MKTPL*7X7FI4K33 office supplies - pens, calc. ribbon	\$23.62	A10
				Amzn.com/bill WA		
03/13/25	03/13/25	6010	1 5072121162000030	PAYMENT - THANK YOU	\$1,098.93	
03/19/25	03/20/25	5942	24692165078103536367595	AMAZON MKTPL*111ZU3GM3 Flags	\$99.96	A10 \$49.98
				Amzn.com/bill WA		
03/22/25	03/23/25	5045	24430995081281664130530	MSFT * E0500VQFTH online svcs	\$50.00	A150
				MSBILL.INFO WA		
03/22/25	03/23/25	5045	24430995081281664132577	MSFT * E0500VQBR1 monthly email	\$96.00	A150
				MSBILL.INFO WA		

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 500.49

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

MAR 31 2025

Account Summary

Billing Cycle 03/23/25
Days In Billing Cycle 32
Previous Balance \$208.30
Purchases + 0.00
Cash + 0.00
Special + \$0.00
Balance Transfers + \$0.00
Credits - \$0.00
Payments - \$208.30
Other Charges + \$0.00
Finance Charges + 0.00

NEW BALANCE \$0.00

Credit Summary

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

Important Information About Your Account

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

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

Account Inquiries

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



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



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

Payment Summary

NEW BALANCE	\$0.00
MINIMUM PAYMENT	\$0.00
PAYMENT DUE DATE	04/16/2025

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

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

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



Account Number

1827

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date

03/23/25

New Balance

\$0.00

Total Minimum
Payment Due

\$0.00

Payment Due Date

04/16/2025

\$

0

00

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1004 1827 00000000 00000000 8

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.



FARM EQUIPMENT
731 Airport Road, P.O. Box 1536

HEADQUARTERS, INC.
Pendleton, OR, 541.276.6222

RETAIL PURCHASE ORDER

WG# **Quote**

Completed By **SP**

Date **04/22/25**

City of Condon

541-384-2711

CUSTOMER **128 S Main** ADDRESS **Condon** CITY **OR** STATE **97823** ZIP CODE **541-384-2711** PHONE#

QTY.	CATALOG NO.	DESCRIPTION AND SERIAL NUMBER	AMOUNT
1	SVL97-2HFC	New Kubota 96hp track loader with full cab, HVAC, hydraulic coupler, high flow	101,202.00
1	S6606	80" Heavy duty, low profile, long floor bucket	INC
1	S6780	Rear view camera kit	INC
1	S6658	Special application poly carbonate door	INC
1	S6764	LED light kit	INC
1	S6641	Rear view mirror	INC
1	S6617	DEF cap guard	INC
1	DSC	Government discount	(21,804.00)
1	AP-SC70	New Land Pride 70 series cutter	15,660.00
1	T822-16K	New PJ 16K 22' power tilt trailer	14,900.00
1	AP-DZ3096	New Land Pride 96" 6-way dozer blade	7,940.00

ALL WARRANTY. F.O.B. OUR SHOP

☒ DELIVERY ☐ CUSTOMER PICK UP

☐ SOLD AS IS ☒ FACTORY WARRANTY ☐ F.E.H. 50/50 WARRANTY

USED MACHINERY, IF ANY, INCLUDED IN THIS ORDER MUST BE CLEARLY INDICATED AS "USED."

PRICE IS SUBJECT TO INCREASE ON OR BEFORE DATE OF DELIVERY. IF A PRICE INCREASE IS IMPOSED ON DEALER BY MANUFACTURER ON OR BEFORE DATE OF DELIVERY.

Price of Machinery \$ **117,898.00**

Freight-Handling \$

Taxes.....\$

Total Cash Purchase Price.....\$ **117,898.00**

Cash with Order \$ Cash on Delivery \$

Trade-In (Describe) \$

(ABOVE USED MACHINERY FREE OF ENCUMBRANCE - ALL TRADE-IN VALUE IS LESS AMOUNT OWED) Total Cash & Trade-In \$ **117,898.00**

Amount Unpaid on Cash Purchase Price

ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER WHICH IS UNDERSTOOD TO BE THE ENTIRE AGREEMENT RELATING TO THE SALE AND WARRANTY OF THE ABOVE DESCRIBED MACHINERY. THE WARRANTY DOES NOT APPLY TO USED MACHINERY INCLUDED IN THIS ORDER WHETHER OR NOT DESIGNATED AS SUCH, AND NO WARRANTY OF ANY KIND IS EXTENDED AS TO SUCH MACHINERY, EXCEPT AS TO TITLE.

Shane Palm

DEALER'S SALESMAN

This order subject to acceptance by dealer.

Gibb wilkins

City of Condon

Accepted by:

DEALER

(All Parties To This Order Must Sign Above)

Copy to Customer

Copy to Dealer

(PURCHASER'S SIGNATURE)

Kathryn Greiner

From: Jed Crowther <Jed.crowther@portofarlington.com>
Sent: Friday, May 02, 2025 11:12 AM
To: Kathryn Greiner
Subject: RE: CGS

Kathryn,

Sorry I was out this week for a minor surgery.

For an update on Condon Grade School, EPA has a stringent methodical sequence of tasks and approvals, which we are following:

1. Internal roles and responsibilities.
Status: Completed.
2. Work Plan.
Status: Approved.
3. Financial Policies.
Status: Adopted Sentry policies, but EPA review recently informed of additional edits. We revised and resubmitted promptly. EPA confirmed received, but awaiting formal approval.
4. Recipient Training Requirements.
Status: All 10 Modules completed.
5. Quarterly Report
Status: Completed and Submitted.

As you know, we need to publish the RFP for procurement ASAP, however it will need preview by EPA before we publish and recruit, and to be in compliance with the federal grant, we cannot miss a step or jump ahead.

We will proceed to the RFP as soon as possible within these constraints. Work will then involve selecting a Qualified Environmental Professional (QEP), developing a Public Involvement Plan (PIP), Fact Sheet, and hosting the first Milestone Meeting.

Thanks,
Jed

From: Kathryn Greiner <admin@cityofcondon.com>
Sent: Thursday, May 1, 2025 8:57 AM
To: Jed Crowther <Jed.crowther@portofarlington.com>
Subject: CGS

Hi Jed,

I put "CGS Update" on the agenda for next week. I am getting a lot of questions about the progress on the building and want to give them an update. Are you any closer to getting the documentation in to move that project forward?

I am concerned that this is one of the only projects on the south end and it is moving slowly.

Let me know if you want to chat. I am free this afternoon and in city hall all by myself tomorrow.

Kathryn

Gilliam County Fire Services

220 N. MAIN ST.
P.O. BOX 83
CONDON, OR 97823

TELEPHONE: (541) 384-5555 FAX: (541) 384-5565 EMAIL: gcfs@ortelco.net

Gilliam County Fire Services is requesting an increase in funding following the IGA percentage for the **2023-2024** budget year. Due to the increase in personnel costs, fuel, equipment, training materials, and every day operational cost this is very vital for Fire Services to keep moving forward in protecting Gilliam County.

Your support helps to fund firefighter trainings both in house, and regionally. Along with possibly bringing higher level instructors to Gilliam County for advanced training. Additionally, it helps to fund volunteer recruitment, public education, resource acquisition, tracking fire apparatus maintenance, CPR/first aid training, as well as assisting on fire and emergency calls in the county.

Currently most of our wildland firefighters are trained to Wildland Firefighter 2 status. We are continuing to advance our fire personnel in the county. For our structural firefighters we are continuing to practice and learn new skills keeping up with the trends of today's structural fires.

If you have any questions about this request, our budget or any other activities, please feel free to contact one of the Fire Service board members or the Fire Services Operations Chief.

Thank you for your attention to this request and for your continued support.

Historical budget time line:

May 9th 2001- formation of Gilliam County Fire Services, Budget of \$76,400.00

2014-2015 Time Frame- Budget increase to \$85,000.00

2020-2021 FY Budget increase to \$87,000.00

2023-2024 FY Budget request increase to \$117,000.00

2023-2024 FY Budget increased to \$117,000.00 by all parties' contributions.

No significant budget increase since 2014/2015 FY to current budget.

<u>Entity</u>	<u>2001 Formation</u>	<u>2014-2015 FY</u>	<u>2022-2023 FY</u>	<u>23-24 FY Increase</u>
Gilliam County		\$60,0000.00	\$60,0000.00	\$80,730.00
City of Condon		\$7000.00	\$8000.00	\$10,530.00
City of Arlington		\$7000.00	\$8000.00	\$10,530.00
North Gilliam Fire		\$5500.00	\$5500.00	\$7605.00
South Gilliam Fire		\$5500.00	\$5500.00	\$7605.00
Total	\$76,400.00	\$85,000.00	\$87,000.00	\$117,000.00

Sincerely,

Casey Zellars
Operations Chief

Board of Directors

Dustan Hall- Chairman, Gary Bettencourt- Director, Roger Lyda- Director,
Kolton Boethin- Director, Mark Davidson- Director



April 29, 2025

Kathryn Greiner, City Administrator
City of Condon
128 S Main Street
Condon, OR 97823

Proposal for Professional Services for Condon Municipal Pool Masterplan

Dear Kathryn,

This letter represents the Opsis Architecture (hereby Opsis) fee proposal to provide Architectural design services for the Condon Municipal Pool Masterplan.

SCOPE OF WORK

Scope of Work

The City of Condon intends to develop a master plan to reenvision an existing pool and bathhouse. The design team will collaborate with the city and its stakeholders to create a program and conceptual plan for a 6-lane, 25-yard outdoor lap pool and an approximately 4,000 SF outdoor leisure pool.

High Level Master Plan and Site Analysis

Opsis will collaborate with the city to provide an initial, high level master plan of two sites. One site is bounded by **South Main Street, East Bayard Street, South Washington Street, and Wilson Lane** or the other site is bounded by **Cottonwood Lane, North Main Street, East Well Street, and North Washington Street**. The planning process will include:

Site Analysis & Program Development

- o Assess existing site conditions, constraints, and opportunities.
- o Identify potential pool and bathhouse locations, including landscape improvements, site access, and parking.
- o Define key programmatic elements for the outdoor pool and bathhouse.

Meetings

- Kickoff meeting
- Intermediate progress check-in
- Final Presentation

Deliverables

- Site Plans of two site options

Upon approval of the preferred option our team will work to develop more robust plans with supportive graphic site plan, Pool Plan and renderings.

Project Overview, Market Analysis, Community Engagement, and Operations Proforma

Ballard*King will provide high-level operational and programming input based on market analysis and community engagement to ensure the proposed program areas are optimized for revenue generation. B*K will provide the following services:

- Identify/Define service area
- Review demographic characteristics/community profile
- Comparison with national, regional and local participation statistics
- Market segment determination and analysis
- Inventory of facilities and programs
- Review and analyze existing programs/services
- Competitive market analysis
- Market conclusions
- Conduct/participate in public meeting
- Review fee structure
- Admissions - Drop-in/multiple admissions/annual passes
- Family, corporate, group rates
- Rentals
- Sources of income
- Develop operating cost impact for facility
- Develop revenue impact for facility
- Revenue/expenditure comparisons
- Project recommendations/profitability of components

Meetings

- One community engagement meeting (In-person)

Deliverables:

- Information developed will be incorporated into the final program

Program and Concept Development

WTI will consult with the city to develop an aquatic program consisting of prioritized aquatic goals, objectives and intended activities and uses of the aquatic spaces and features. WTI will perform the following tasks:

- Discuss and Confirm Aquatic Goals, Objectives, Activities and Uses
- Conduct Aquatic Programming Presentation
- Participate in Community Outreach Events
- Develop Aquatic Program and Capacities
- Identify Preliminary Water Activities and Features
- Discuss Number of Pools, Pool Zones and Depths
- Develop Aquatic Concept Plan
- Develop Rough Order of Magnitude (ROM) Aquatic Cost Opinion

Meetings

- Two meetings and community events (In-person)
- Four design and coordination meetings (virtual)

Deliverables

- Draft Aquatic Concept Plan
- Final Aquatic Concept Plan
- ROM Aquatic Construction Budget

Opsis will collaborate closely with the City to develop an iterative and visionary **Conceptual Master Plan** of the selected site for the reimagining of an outdoor community pool and bathhouse. This planning effort will focus on enhancing community engagement, improving site functionality, and ensuring long-term sustainability of the facility.

Key Objectives:

- Establish a clear and compelling vision for the redevelopment of the outdoor aquatics facility.
- Provide conceptual design solutions that align with community needs and operational feasibility.
- Develop materials that support fundraising efforts and stakeholder engagement.
- Outline a high-level cost framework to define the full scope of required investment.

Scope of Work:

Opsis will explore site opportunities within the selected designated area, to optimize land use and circulation. The planning process will include:

- **Concept Development & Master Planning**
 - Develop and refine conceptual design alternatives.
 - Integrate site amenities to enhance the user experience and support community needs.
 - Explore sustainability strategies to improve energy and water efficiency.
- **Project Cost & Budgeting**
 - Prepare a high-level cost estimate for capital improvements, including construction and infrastructure upgrades.
 - Identify associated soft costs such as design, permitting, and operational considerations.
 - Develop a preliminary funding strategy to support implementation efforts.

The final **Conceptual Master Plan** will serve as a foundation for decision-making, fundraising, and future project phases, ensuring a viable and well-supported path toward realizing a new outdoor aquatics facility in Condon.

Meetings

- Two meetings and community events (In-person)
- Six design and coordination meetings (virtual)

Deliverables

- Draft Concept Plan
- Final Concept Plan
- Renderings
- ROM Cost Estimate
- Executive Summary Report

Fee

We propose a fixed fee for services in the amounts and total as follows:

Opsis	\$	34,460
Ballard*King	\$	17,600
Water Technology, Inc. (WTI)	\$	16,280
TOTAL FEE	\$	68,340

Preliminary Schedule

Our estimated timeline to complete this effort is as follows:

High Level Planning and Site Analysis	June 2 nd – June 13 th 2025
Master Planning Phase	Aug 4 th – Oct 3 rd 2025

Reimbursables

Reimbursables are additional and include expenses incurred by Opsis and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 10% fee is applied to reimbursable expenses for processing.

Estimated Reimbursable Expenses	\$	9,500.00
---------------------------------	----	----------

Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Condon Municipal Pool Masterplan.

Sincerely:

Approved by:

Chris Roberts AIA, NCARB
Principal, Opsis Architecture LLP

Kathryn Greiner **Date**
City Administrator, City of Condon

 AIA® Document B102® – 2017**Standard Form of Agreement Between Owner and Architect** *without a
Predefined Scope of Architect's Services*

AGREEMENT made as of the Seventh day of May in the year Two Thousand Twenty-Five
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

The City of Condon
128 S Main Street
Condon, Oregon 97823

and the Architect:
(*Name, legal status, address and other information*)

Opsis Architecture, LLP
975 SE Main St
Portland, OR 97214
503-525-9511

for the following (hereinafter referred to as "the Project"):
(*Insert information related to types of services, location, facilities, or other descriptive
information as appropriate.*)

Condon Municipal Pool Masterplan
Condon, Oregon

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

Refer to Exhibit A: Proposal for Professional Services

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Chris Roberts
Opsis Architecture, LLP
975 SE Main St
Portland, OR 97214
503-525-9511
chrisr@opsisarch.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and Four Million Dollars (\$4,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Kathryn Greiner, City Administrator
The City of Condon
128 S Main Street
Condon, Oregon 97823
(541) 384-2711

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Services of Portland in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 4.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the Arbitration Services of Portland in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity

duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or

licensing fee.)

- .1 Termination Fee:
Zero
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:
Zero

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- ☒ One year from the date of commencement of the Architect's services
- ☐ One year from the date of Substantial Completion
- ☐ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump Sum for Professional Services in the amount of \$68,340
Allowance for Reimbursable Expenses in the amount of \$9,500

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and

.12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10%) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 6.3 **Payments to the Architect**

§ 6.3.1 **Initial Payments**

§ 6.3.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 **Progress Payments**

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One % per annum

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner

requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A: Proposal for Professional Services

.4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Dustan Hall, Mayor

(Printed name and title)

ARCHITECT (Signature)

BY: Chris Roberts, Principal

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:50:44 PDT on 05/07/2025.

Changes to original AIA text

PAGE 2

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$Two Million Dollars (\$2,000,000))~~ for each occurrence and ~~(\$Four Million Dollars (\$4,000,000))~~ in the aggregate for bodily injury and property damage.

PAGE 3

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.5 Employers' Liability with policy limits not less than ~~(\$One Million Dollars (\$ 1,000,000)~~ each accident, - ~~(\$One Million Dollars (\$ 1,000,000)~~ each employee, and ~~(\$One Million Dollars (\$ 1,000,000)~~ policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$Two Million Dollars (\$ 2,000,000)~~ per claim and ~~(\$Four Million Dollars (\$ 4,000,000)~~ in the aggregate.

PAGE 5

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration Association~~ Services of Portland in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration Association~~ Services of Portland in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

PAGE 7

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (-10%) of the expenses incurred.

PAGE 8

§ 6.3.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~+~~Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~%~~One % per annum

Variable Information

PAGE 1

AGREEMENT made as of the Seventh day of May in the year Two Thousand Twenty-Five

The City of Condon

128 S Main Street

Condon, Oregon 97823

Opsis Architecture, LLP

975 SE Main St
Portland, OR 97214

503-525-9511

Condon Municipal Pool Masterplan

Condon, Oregon

PAGE 2

Refer to Exhibit A: Proposal for Professional Services

Chris Roberts

Opsis Architecture, LLP

975 SE Main St
Portland, OR 97214

503-525-9511

chrisr@opsisarch.com

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$Two Million Dollars (\$2,000,000))~~ for each occurrence and ~~(\$Four Million Dollars (\$4,000,000))~~ in the aggregate for bodily injury and property damage.

PAGE 3

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Kathryn Greiner, City Administrator

The City of Condon

128 S Main Street

Condon, Oregon 97823

(541) 384-2711

PAGE 5

☒ Arbitration pursuant to Section 4.3 of this Agreement

PAGE 6

Zero

Zero

PAGE 7

☒ One year from the date of commencement of the Architect's services

Lump Sum for Professional Services in the amount of \$68,340

Allowance for Reimbursable Expenses in the amount of \$9,500

Not applicable

PAGE 8

§ 6.3.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~-%One % per annum~~

PAGE 9

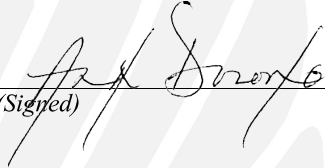
☒ Other Exhibits incorporated into this Agreement:

Exhibit A: Proposal for Professional Services

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Alison Dozono, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:50:44 PDT on 05/07/2025 under Order No. 20240083214 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ - 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Contracts Administrator
(Title)

May 7, 2025
(Dated)



May 7, 2025

Kathryn Greiner, City Administrator
City of Condon
128 S Main Street
Condon, OR 97823

Proposal for Professional Services for Condon Municipal Pool Masterplan

Dear Kathryn,

This letter represents the Opsis Architecture (hereby Opsis) fee proposal to provide Architectural design services for the Condon Municipal Pool Masterplan.

SCOPE OF WORK

Scope of Work

The City of Condon intends to develop a master plan to reenvision an existing pool and bathhouse. The design team will collaborate with the city and its stakeholders to create a program and conceptual plan for a 6-lane, 25-yard outdoor lap pool and an approximately 4,000 SF outdoor leisure pool.

High Level Master Plan and Site Analysis

Opsis will collaborate with the city to provide an initial, high level master plan of two sites. One site is bounded by **South Main Street, East Bayard Street, South Washington Street, and Wilson Lane** or the other site is bounded by **Cottonwood Lane, North Main Street, East Well Street, and North Washington Street**. The planning process will include:

Site Analysis & Program Development

- o Assess existing site conditions, constraints, and opportunities.
- o Identify potential pool and bathhouse locations, including landscape improvements, site access, and parking.
- o Define key programmatic elements for the outdoor pool and bathhouse.

Meetings

- Kickoff meeting
- Intermediate progress check-in
- Final Presentation

Deliverables

- Site Plans of two site options

Upon approval of the preferred option our team will work to develop more robust plans with supportive graphic site plan, Pool Plan and renderings.

Project Overview, Market Analysis, Community Engagement, and Operations Proforma

Ballard*King will provide high-level operational and programming input based on market analysis and community engagement to ensure the proposed program areas are optimized for revenue generation. B*K will provide the following services:

- Identify/Define service area
- Review demographic characteristics/community profile
- Comparison with national, regional and local participation statistics
- Market segment determination and analysis
- Inventory of facilities and programs
- Review and analyze existing programs/services
- Competitive market analysis
- Market conclusions
- Conduct/participate in public meeting
- Review fee structure
- Admissions - Drop-in/multiple admissions/annual passes
- Family, corporate, group rates
- Rentals
- Sources of income
- Develop operating cost impact for facility
- Develop revenue impact for facility
- Revenue/expenditure comparisons
- Project recommendations/profitability of components

Meetings

- One community engagement meeting (In-person)

Deliverables:

- Information developed will be incorporated into the final program

Program and Concept Development

WTI will consult with the city to develop an aquatic program consisting of prioritized aquatic goals, objectives and intended activities and uses of the aquatic spaces and features. WTI will perform the following tasks:

- Discuss and Confirm Aquatic Goals, Objectives, Activities and Uses
- Conduct Aquatic Programming Presentation
- Participate in Community Outreach Events
- Develop Aquatic Program and Capacities
- Identify Preliminary Water Activities and Features
- Discuss Number of Pools, Pool Zones and Depths
- Develop Aquatic Concept Plan
- Develop Rough Order of Magnitude (ROM) Aquatic Cost Opinion

Meetings

- Two meetings and community events (In-person)
- Four design and coordination meetings (virtual)

Deliverables

- Draft Aquatic Concept Plan
- Final Aquatic Concept Plan
- ROM Aquatic Construction Budget

Opsis will collaborate closely with the City to develop an iterative and visionary **Conceptual Master Plan** of the selected site for the reimagining of an outdoor community pool and bathhouse. This planning effort will focus on enhancing community engagement, improving site functionality, and ensuring long-term sustainability of the facility.

Key Objectives:

- Establish a clear and compelling vision for the redevelopment of the outdoor aquatics facility.
- Provide conceptual design solutions that align with community needs and operational feasibility.
- Develop materials that support fundraising efforts and stakeholder engagement.
- Outline a high-level cost framework to define the full scope of required investment.

Scope of Work:

Opsis will explore site opportunities within the selected designated area, to optimize land use and circulation. The planning process will include:

- **Concept Development & Master Planning**
 - Develop and refine conceptual design alternatives.
 - Integrate site amenities to enhance the user experience and support community needs.
 - Explore sustainability strategies to improve energy and water efficiency.
- **Project Cost & Budgeting**
 - Prepare a high-level cost estimate for capital improvements, including construction and infrastructure upgrades.
 - Identify associated soft costs such as design, permitting, and operational considerations.
 - Develop a preliminary funding strategy to support implementation efforts.

The final **Conceptual Master Plan** will serve as a foundation for decision-making, fundraising, and future project phases, ensuring a viable and well-supported path toward realizing a new outdoor aquatics facility in Condon.

Meetings

- Two meetings and community events (In-person)
- Six design and coordination meetings (virtual)

Deliverables

- Draft Concept Plan
- Final Concept Plan
- Renderings
- ROM Cost Estimate
- Executive Summary Report

Fee

Condon Municipal Pool Masterplan
Proposal to Kathryn Greiner

May 7, 2025

We propose a fixed fee for services in the amounts and total as follows:

Opsis	\$	34,460
Ballard*King	\$	17,600
Water Technology, Inc. (WTI)	\$	16,280
TOTAL FEE	\$	68,340

Preliminary Schedule

Our estimated timeline to complete this effort is as follows:

High Level Planning and Site Analysis	June 2 nd – June 13 th 2025
Master Planning Phase	Aug 4 th – Oct 3 rd 2025

Reimbursables

Reimbursables are additional and include expenses incurred by Opsis and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 10% fee is applied to reimbursable expenses for processing.

Estimated Reimbursable Expenses	\$	9,500.00
---------------------------------	----	-----------------

Invoicing

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Condon Municipal Pool Masterplan.

Sincerely:

Approved by:

Chris Roberts AIA, NCARB
Principal, Opsis Architecture LLP

Kathryn Greiner **Date**
City Administrator, City of Condon



Rutherford Construction, LLC

46012 Stone Cabin Road

Fossil, OR 97830

541-460-8127 CCB# 200287

NUMBER Change # 2

TO: City of Condon
Attn: Kathryn Greiner

DATE <u>4/10/2025</u>	
JOB NAME AND LOCATION <u>Condon Clubhouse</u>	
<u>525 N Lincoln St.</u>	
JOB NUMBER <u>Clubhouse2024</u>	

CHANGE ORDER

We hereby agree to make the change(s) specified below

Electrical work for the addition of WIFI power and cameras \$ 803.⁰⁰

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 803.⁰⁰

DATE

PREVIOUS CONTRACT AMOUNT

\$ 216,825.⁰⁰

AUTHORIZED SIGNATURE (CONTRACTOR)

REVISED CONTRACT TOTAL

\$ 217,628.⁰⁰

ACCEPTED -The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____

(OWNER)



Rutherford Construction, LLC

46012 Stone Cabin Road

Fossil, OR 97830

541-460-8127 CCB# 200287

NUMBER Change # 3

TO: City of Condon
Attn: Kathryn Greiner

	DATE <u>4/10/2025</u>
JOB NAME AND LOCATION <u>Condon Clubhouse</u>	
<u>525 N. Lincoln St.</u>	
JOB NUMBER <u>Clubhouse 2024</u>	

CHANGE ORDER

We hereby agree to make the change(s) specified below

Add 66 lin. ft. of 1' x 2' stemwalls and
4 steps, 4' wide

\$ 3,367.50

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AGREE hereby to make the change(s) specified above at this price ⇨

\$ 3367 50

DATE PREVIOUS CONTRACT AMOUNT

\$ 217,628 00

AUTHORIZED SIGNATURE (CONTRACTOR)

REVISED CONTRACT TOTAL

\$ 220,995 50

ACCEPTED -The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____
(OWNER)



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone GSOA

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
Agency Assistance	1	0.85
Animal Problem/Complaint/Rescu	2	1.71
Animal/Dog Complaint	3	2.56
Burglary	1	0.85
Call-Back Request	6	5.13
Civil Problem/Service	4	3.42
Code Enforcement	1	0.85
Criminal Mischief	1	0.85
Detail	1	0.85
Disturbance/Verbal/Argument	3	2.56
Driving Complaint	2	1.71
Extra Patrol Request	1	0.85
Follow-Up Investigation	6	5.13
Harassment	1	0.85
Information Report	4	3.42
Juvenile Problem	1	0.85
Littering / Illegal Dumping	1	0.85
Livestock Incidents	1	0.85
Missing/Overdue Person/Runaway	1	0.85
Motorist Assist	3	2.56
Noise Complaint	1	0.85
Parking Problem	3	2.56
Panic/Burglary Alarm	1	0.85
Lost/Found Property	3	2.56
Public Assist	3	2.56
Restraining Order Violation	1	0.85
Subject Stop	1	0.85
Suspicious Person/Circumstance	2	1.71
Vehicle Stop	50	42.74
Trespass	3	2.56
Vehicle Check	1	0.85
Welfare Check	4	3.42

Total reported: 117

Report Includes:

All dates between `00:00:00 04/01/25` and `23:59:00 04/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies, All zones matching `GSOA`



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone GSOC

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Outage	1	2.94
Abandoned Call	1	2.94
Agency Assistance	1	2.94
Animal Problem/Complaint/Rescu	1	2.94
Animal/Dog Complaint	1	2.94
Call-Back Request	4	11.76
Civil Problem/Service	1	2.94
Detail	1	2.94
Extra Patrol Request	1	2.94
Fight	1	2.94
Follow-Up Investigation	2	5.88
Fraud / Forgery / Scam	1	2.94
Information Report	2	5.88
Shots Heard only	1	2.94
Suspicious Person/Circumstance	1	2.94
Theft/Shoplift	1	2.94
Vehicle Stop	9	26.47
Unauthorized Use of Motor Veh	1	2.94
Warrant Service	1	2.94
Welfare Check	2	5.88

Total reported: 34

Report Includes:

All dates between `00:00:00 04/01/25` and `23:59:00 04/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies, All zones matching `GSOC`



Gilliam County Sheriff's Office

Total CAD Calls Received, by Nature of Call in Zone

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Open Line	1	0.24
Abandoned Call	1	0.24
Abandoned Vehicle	6	1.45
Abuse or Neglect	1	0.24
Agency Assistance	7	1.69
Animal Problem/Complaint/Rescu	3	0.73
Animal/Dog Complaint	6	1.45
Attempt to Locate	1	0.24
Burglary	1	0.24
Call-Back Request	13	3.15
Civil Problem/Service	5	1.21
Serving Civil	2	0.48
Code Enforcement	1	0.24
Criminal Mischief	2	0.48
Detail	2	0.48
Disturbance/Verbal/Argument	3	0.73
Driving Complaint	13	3.15
Extra Patrol Request	2	0.48
Fight	1	0.24
Fish & Game	1	0.24
Follow-Up Investigation	10	2.42
Fraud / Forgery / Scam	1	0.24
Harassment	1	0.24
Traffic Hazard	9	2.18
Information Report	2	0.48
Juvenile Problem	1	0.24
Littering / Illegal Dumping	1	0.24
Livestock Incidents	6	1.45
Missing/Overdue Person/Runaway	1	0.24
Motorist Assist	25	6.05
Noise Complaint	1	0.24
Slide Off	1	0.24
Parking Problem	3	0.73
Panic/Burglary Alarm	2	0.48
Lost/Found Property	4	0.97
Public Assist	7	1.69
Pursuit	1	0.24
Restraining Order Violation	2	0.48
Security Check	1	0.24
Shots Heard only	1	0.24
Subject Stop	1	0.24
Suspicious Person/Circumstance	9	2.18
Theft/Shoplift	1	0.24
Vehicle Stop	225	54.48

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
Trespass	7	1.69
Unauthorized Use of Motor Veh	1	0.24
Vehicle Check	9	2.18
Warrant Service	1	0.24
Welfare Check	7	1.69

Total reported: 413

Report Includes:

All dates between `00:00:00 04/01/25` and `23:59:00 04/30/25`, All nature of incidents, All cities, All types matching `I`, All priorities, All agencies matching `GCSO`, All zones

Violations by Date Range, grouped by Grid

Frontier Regional OR > Gilliam County Sheriff's Office			
<u>ARL</u>			
	Tickets	Warnings	Total
	8	7	15
<u>CON</u>			
	Tickets	Warnings	Total
	6	6	12
<u>GC</u>			
	Tickets	Warnings	Total
	6	8	14
<u>HWY 19</u>			
	Tickets	Warnings	Total
	22	24	46
<u>HWY 206</u>			
	Tickets	Warnings	Total
	5	8	13
<u>HWY 74</u>			
	Tickets	Warnings	Total
	0	2	2
<u>I84</u>			
	Tickets	Warnings	Total
	100	40	140
Area Total:	147	95	242
Total:	147	95	242



Gilliam County Sheriff's Office

Law Incident Summary Report, by Incident Number

Agency: Gilliam County Sheriffs Office

<u>Number</u>	<u>Time and Date</u>	<u>Nature</u>	<u>Location</u>	<u>Dsp</u>
G25-076	13:53:54 04/01/25	Warrant Service	GSOC	CAA
G25-077	13:36:09 04/02/25	Trespass	GSOA	CAA
G25-079	13:51:38 04/03/25	Agency Assist	GCSO	INA
G25-080	10:01:57 04/04/25	Warrant Service	GCSO	CAA
G25-081	12:47:05 04/04/25	Agency Assist	GSOA	CLD
G25-082	23:58:03 04/04/25	Mvc	GCSO	CLD
G25-083	23:52:24 04/04/25	Mvc	GCSO	CLD
G25-084	14:29:12 04/07/25	Theft	GCSO	CAA
G25-085	08:15:33 04/08/25	Juvenile Prob	GSOA	CLD
G25-086	14:04:55 04/09/25	Agency Assist	GCSO	REF
G25-087	15:16:50 04/09/25	Warrant Service	GSOC	CAA
G25-088	00:08:02 04/11/25	Animal/Dog	GSOC	CLD
G25-089	14:05:25 04/11/25	Property	GCSO	INA
G25-090	00:00:00 04/11/25	Reckless Drive	GCSO	CAA
G25-091	15:04:52 04/16/25	Roviol	GCSO	RDA
G25-092	16:12:33 04/18/25	Reckless Drive	GCSO	CAA
G25-093	13:37:43 04/22/25	Uumv	GSOC	CLD
G25-094	17:11:34 04/22/25	Property	GSOA	
G25-095	10:06:18 04/23/25	Structure Fire	GSOA	CLD
G25-096	12:59:54 04/24/25	Fraud	GSOC	
G25-097	13:16:45 04/24/25	Property	GSOA	CLD
G25-098	16:19:21 04/24/25	Duii	GCSO	CAA
G25-099	20:47:34 04/28/25	Disturbance	GSOA	CAA
G25-100	08:07:00 04/30/25	Livestock	GCSO	CLD
G25-101	10:51:03 04/25/25	Trespass	GCSO	
G25-102	17:00:01 04/30/25	Animal/Dog	GSOC	

Total Incidents for This Agency: 26

Total reported: 26

Report Includes:

All dates between `00:00:00 04/01/25` and `23:59:00 04/30/25`, All agencies matching `GCSO`, All officers, All dispositions, All natures, All locations, All cities, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes



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**CITY OF CONDON
WORK SESSION AGENDA
BUDGET COMMITTEE MEETING
Monday, April 21, 2025, 7:00 PM
CONDON CITY HALL**

1. PRIOR YEAR CHAIR OR MAYOR CALL THE BUDGET COMMITTEE MEETING TO ORDER

Mayor Dustan Hall called the budget committee meeting to order at 7 p.m.

2. ROLL CALL

Present: Mayor Dustan Hall; Councilors Jan Stinchfield, Dawn Parm, Jeremy Kirby, Hanna Bass and Tom Fatland(zoom); Budget Committee members Dan Schott, Stephanie Carter, Cassandra Flatt, Tara McIntosh, Maggie Justice, Jay LaRue and Mark Wilson (zoom); Staff - City Administrator Kathryn Greiner and Public Works Superintendent Gibb Wilkins.

Absent: Councilor Michael Durfey.

3. ELECTION OF BUDGET COMMITTEE OFFICERS

3.1. Election of Budget Committee Chairperson

A motion was made by Councilor Stinchfield to elect Mayor Hall as budget committee chair. The motion was seconded by Councilor Parm. Motion carried.

Yes- Councilors - Fatland, Parm, Stinchfield, Kirby, Bass; Committee Members - Flatt, McIntosh, Wilson, Schott, Justice, LaRue and Carter. No- None, Abstain- None

3.2. Election of Budget Committee Secretary

A motion was made Committee Member LaRue to appoint CA Greiner as budget committee secretary. The motion was seconded by Councilor Parm.

Motion carried. Yes- Councilors - Fatland, Parm, Stinchfield, Kirby, Bass; Committee Members - Flatt, McIntosh, Wilson, Schott, Justice, LaRue and Carter. No- None, Abstain- None

4. PUBLIC COMMENT ON THE 2025-26 BUDGET & STATE REVENUE SHARING

4.1. The Budget Committee will hear comments from the public regarding the budget and possible uses of State Revenue Sharing. Comments are limited to five (5) minutes.

None received.

5. REVIEW & APPROVE THE APRIL 22, 2024 BUDGET COMMITTEE MEETING MINUTES

5.1. Review & Approve the Budget Committee Minutes from April 22, 2024

A motion was made Committee Member McIntosh to appoint approve the April 22, 2024 Budget Committee meeting minutes. The motion was seconded by Committee Member Flatt.

Motion carried. Yes- Councilors - Fatland, Parm, Stinchfield, Kirby, Bass; Committee Members - Flatt, McIntosh, Wilson, Schott, Justice, LaRue and Carter. No- None, Abstain- None

6. REVIEW THE CITY OF CONDON 2025-26 BUDGET MESSAGE & OTHER DOCUMENTS

6.1. Budget Message for the 2025-26 City of Condon Budget

Budget message was in the packet and not read to the committee.



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6.2. Budget Notes for the 2025-26 City of Condon Budget

The budget notes were not read, but summarized in 7.1.

6.3. 2025 City of Condon Goals & Priorities

Council Goals & Priorities were included in the budget packet for informational purposes only.

7. DISCUSS THE 2025-26 CITY OF CONDON BUDGET

7.1. Review & Discuss the 2025-26 City of Condon Budget

CA Greiner went over the budget by fund with the committee. Most of the items were in the budget notes and budget message. Short recap:

General Fund - Cash on Hand is down considerably due to liberal transfers to other funds in the last two years. Golf fees remain low and with the completion of the new clubhouse and improved course, it is the hope that they will go up in the next two years. The interest income remains the same for the next year at approximately 4% interest. It brings in approximately \$24,000 a month. Waste Management Host Fees continue to rise with the additional tonnage at Columbia Ridge Landfill. The Gilliam County SIP funds from renewable energy projects are expected to continue downward, and they will cease to come into the city in 2-5 years. Gilliam County Swimming Pool fund is more as the city has submitted a grant for a master plan for the Condon Community Swimming Pool. Additional pool grants will be applied for in the next year once the location and pool operation have been decided. Administrative expenses on a whole have gone down considerably due to less put into the Building Improvement line item. With the impending retirement of the city administrator position, payroll expenses have gone up slightly with hopes that new employee costs may be lower for the first year. Anticipate PERS rates to rise with the market being unstable. Community Projects line item contains the usual items of contributions to non-profits, city holiday party and community clean-up expenses. It was considerably higher last year when the Condon Can! visioning project was out of that line item. This line also includes the recruitment for the city administrator position.

Police Department Fund - This remain relatively the same with no increases to the Gilliam County Sheriff's Office at this time.

Fire Department Fund - This fund has remained the same with no new changes to the contracts with Gilliam County Fire Services and the South Gilliam County Rural Fire Protection District.

Golf Course Fund - Down considerably with the completion of the new golf course clubhouse to be completed this fiscal year.

Park & Recreation Fund - Higher payroll and tree maintenance driving the almost \$10,000 increase.

Swimming Pool Fund - Higher costs due to a master plan for the pool being completed if the grant is successful. All other expenses remain relatively the same.

Transfers & Contingency Fund - Transfers increased slightly, but have been re-allocated to funds that are in need of being replenished. More will be explained in the funds where they are going to later in the budget.

Memorial Hall Fund - Relatively the same in this fund. Memorial Hall is being used more frequently but mostly by our community partners, whom we do not charge. One example is 4-H cooking club that is waiting for the new events center at the fairgrounds will be completed.

State Streets Fund - This has gone down considerably due to the project on North Main Street finally being completed after 6 years. The city was awarded an ODOT Small City Allotment grant to pave two blocks - Oregon and Church Streets from Summit to Walnut (Highway 206). The match on this grant may up upwards of \$100,000 with engineering costs and oil costs. The grant was for \$250,000 and the project is estimated at \$300,000. There is a transfer from the General Fund to cover the shortage of funds for these projects. This fund includes State Street Apportionment revenue that is from the gas tax.

State Revenue Sharing Fund - This fund has been for broadband projects and recurring costs. No large projects are anticipated, but a small Main Street Wi-Fi network is being planned to be completed this summer.

Development Grant Fund - This fund shows a slight increase due to anticipating grants for housing. This also includes



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normal expenditures for the city's planning consultant and other planning activities. There has been a grant for \$100,000 submitted to subdivide the city's acreage north of the golf course. This would include necessary planning with the State of Oregon, surveying, platting and staking of the lots.

Water Fund - Decreased slightly due to Cash on Hand. The city is scheduled to look at utility rates to cover the cost of operations. Slightly higher payroll costs when an additional Public Works Employee was hired, which were offset by decreasing transfer and contingency amounts.

Sewer Fund - Decrease Cash on Hand due to an additional Public Works employee and increase in overall payroll costs. Lowered the amounts that are transferred and the contingency. Sewer rates will be reviewed by the council to determine what is needed to cover costs of operations.

Equipment Reserve Fund - Slightly higher due to no major purchases made in the current year and none anticipated in the next fiscal year.

CGS Building/Facility Fund - Slightly higher due to anticipation of property being returned to the city for redevelopment. The property is currently owned by Port of Arlington Environmental Sentry Corporation (ESC) which is a non-profit whose function is to remediate asbestos or lead paint hazards. ESC has put together a federal grant to remediate it, along with a \$500,000 grant from Gilliam County and \$475,000 from a renewable energy company for this property. Whatever amount is not used by ESC for the remediation will be transferred to the city for future development.

Sewer Reserve Fund - This fund has increased by the monthly payment on all utility bills plus interest earned.

Water Trust Fund - This fund is for deposits and refunds on utility accounts, and is not budgeted.

Water System Improvement Fund - This fund has gone down significantly with the completion of a project to install leak detection, remote read meters and a required lead and copper pipe survey. The original cost of this project was to be approximately \$300,000 but was over \$800,000 with the addition of engineering and survey. There is a larger transfer from the General Fund to rebuild this fund for future projects.

Wastewater Improvement Fund - Slight increase due to no major projects done in this fund and healthy interest income.

Water Equipment Reserve Fund - Slight increase due to transfer and interest and no equipment purchased.

Sewer Equipment Reserve Fund - Increased due to transfers and interest. No equipment was used this year.

Debt Reserve Fund - Slight increase due to Cash on Hand. Debt will be retired in 2039.

8. MOTION TO APPROVE THE 2025-26 CITY OF CONDON BUDGET OR A CONTINUANCE TO APRIL 28, 2025

A motion was made Councilor Stinchfield to approve taxes for 2025-25 fiscal year at the rate of 7.282 per \$1,000 of assessed value for operating purposes, and in the amount of \$26,000 for payment of bond principal and interest. The motion was seconded by Councilor Bass.

Motion carried. Yes- Councilors - Fatland, Parm, Stinchfield, Kirby, Bass; Committee Members - Flatt, McIntosh, Wilson, Schott, Justice, LaRue and Carter. No- None, Abstain- None

A motion was made Councilor Stinchfield to approve that the City of Condon budget committee approve the 2025-26 proposed budget as presented. The motion was seconded by Councilor Kirby.

Motion carried. Yes- Councilors - Fatland, Parm, Stinchfield, Kirby, Bass; Committee Members - Flatt, McIntosh, Wilson, Schott, Justice, LaRue and Carter. No- None, Abstain- None



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9. ADJOURN

Mayor Hall adjourned the budget committee meeting at 7:32 p.m.

CITY OF CONDON

COMMUNITY CLEANUP

& FREE DUMP DAY

FOR SOUTH GILLIAM COUNTY RESIDENTS
WITH HOUSEHOLD HAZARDOUS WASTE &
MATTRESS COLLECTION AT THE TRANSFER STATION.

**RECYCLE CENTER ALSO OPEN*



FRIDAY, MAY 16

9AM - 12PM

CONTACT CITY HALL BY
THURSDAY, MAY 15 FOR
ITEMS THAT NEED TO BE
PICKED UP #541-384-2711

**HOUSEHOLD GARBAGE, YARD DEBRIS &
HAZARDOUS WASTE ARE NOT ELIGIBLE
FOR PICKUP**