



128 S Main St.
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<http://cityofcondon.com/>

AGENDA
**** REVISED ** REGULAR CITY COUNCIL MEETING & BUDGET HEARING**

WEDNESDAY, JUNE 4, 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 HEARING - 2025-26 BUDGET REVENUE SHARING**
 - 4.1. Open Budget Hearing**
 - 4.2. Public Input on Budget and Revenue Sharing**
 - 4.3. Close Budget Hearing**
- 5. PUBLIC COMMENT**
 - 5.1. The council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**
- 6. CONSENT AGENDA**
 - 6.1. Review & Approve the Condon City Council Regular Meeting Minutes of May 7, 2025**
 - 6.2. Review Accounts Payable and VISA Statements**
- 7. OLD BUSINESS**
 - 7.1. Condon Community Pool Master Plan Update**
 - 7.2. Condon Grade School Update**
 - 7.3. Golf Course Clubhouse Update**
- 8. NEW BUSINESS**
 - 8.1. Waste Connections Report and Rate Increase Request - Jim Winterbottom**
 - 8.2. Review & Approve Resolution 2025-04 - A Resolution Adopting the 2025-26 Budget and Making Appropriations**
 - 8.3. Review & Approve Resolution 2025-05 - A Resolution Declaring the City's Election to Receive State Revenues**
 - 8.4. Review & Approve Seasonal Part-Time Park Attendant Position Description**
 - 8.5. Review & Approve Part-Time Golf Course Attendant Position Description**
 - 8.6. Review & Approve Finance Committee Recommendations**
 - 8.7. Approve ODOT Small City Allotment Project - Church & Oregon Street Paving**
 - 8.8. Review & Approve Contract with Gilliam County Fire Services**

8.9. Review & Approve Housing Infrastructure Support Fund Grant Contract

8.10. Review & Approve Intergovernmental Agreement with Lane Council of Governments for City Administrator Recruitment

9. STAFF REPORTS

9.1. Public Works – Public Works Superintendent Gibb Wilkins

9.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

9.3. Administration – City Administrator Kathryn Greiner

10. COUNCIL INFORMATION

10.1. Proposed Floodplain Ordinance

10.2. Condon Transfer Station Inspection Report

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City Council meeting will be held Wednesday, July 2, 2025, 7 p.m.

12. 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 June 3, 2025



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MINUTES REGULAR CITY COUNCIL MEETING

WEDNESDAY, MAY 7, 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 Michael Durfey, Hanna Bass, Jan Stinchfield, Dawn Parm, Jeremy Kirby, 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

None

4. PUBLIC COMMENT

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

None

5. CONSENT AGENDA

5.1. Review & Approve Minutes of the April 2, 2025 Regular Condon City Council Meeting

A motion was made by Councilor Bass to . The approve the April 2, 2025 regular Condon City Council meeting minutes. The motion was seconded by Councilor Parm. Motion carried.

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

5.2. Review April Accounts Payable and VISA Statements

Councilor Fatland asked PW Wilkins what the Anderson, Perry & Associate cost of "drawings for Bryan Street" were and heard that it was the design for the line that his crew had install last fall. No other questions on the accounts payable and VISA statements.

5.3. Review & Approve Payment to Farm Equipment Headquarters for Kubota Equipment - CWD Grant

CA Greiner asked for approval for this equipment that is being purchased with the USDA Forest Service Community Wildfire Defense Grant since it is over \$50,000. She stated that discussion with USFS staff said that grants are being reimbursed, but it may take time to get the reimbursement. The equipment, less the wood chipper as it was deemed unnecessary, has been ordered based on that conversation.

A motion was made by Councilor Stinchfield to approve the payment to Farm Equipment Headquarters for the equipment in the CWD grant in the amount of \$117,898. The motion was seconded by Councilor Kirby. Motion carried.

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

6. OLD BUSINESS

6.1. Condon Grade School Update

Attached to the council packet is a timeline and update from Port of Arlington Director Jed Crowther on the Condon Grade School abatement project. CA Greiner stated that she has been receiving questions about the CGS project from community

members at city and non-city functions and that patience is required when administering federal grants. The project should be completed in 2026.

7. NEW BUSINESS

7.1. Gilliam County Fire Services Report - Casey Zollar, Coordinator

Casey Zollar, Gilliam County Fire Service (GCFS) Operations Chief, presented to the council an update of their operations that included mutual aid agreements signed with the BLM of Prineville, Sherman-Gilliam-Klickitat Counties, Umatilla-Morrow-Gilliam Counties, and Wheeler-Gilliam Counties. Zollar said that they have six new volunteers in Gilliam County, three in South Gilliam County RFPD, that are attending the Firefighter Academy and, over all, 468 training hours have been accrued since January 1. He summarized the grants received, which include new radios, fire prevention programs in the schools and for PPE. The total grants received since 2022 is \$1.583 for GCFS. Zollar noted that the city's fire truck has the original tires and they are in need of replacing this year.

Zollar brought the revised agreement for GCFS that changed the wording of his position from Fire Services Coordinator to Operations Chief and the new fee schedule for the six entities involved. The council will have the agreement brought to the June meeting for approval.

7.2. Review & Approve the Condon Community Swimming Pool Master Plan Agreement with Opsis Architecture LLP

Council received a proposal for the Condon Community Swimming Pool from Opsis Architecture and a draft agreement if approved. CA Greiner stated that the Gilliam County grant for this project was approved for \$75,000 earlier in the day at county court. City Attorney Wyatt Baum reviewed the agreement and approved it after one change to the language in the arbitration section. Opsis Architecture has scheduled a kick-off meeting with the city's Park & Recreation Committee Wednesday, June 4, 5 p.m. A condition of the county grant was that one member of Gilliam County be included in the process and CA Greiner asked to put a name to the city for appointment to the pool committee, which Commissioner Leah Watkins volunteered to be their representative.

A motion was made by Councilor Kirby to approve the AIA agreement with OPSIS and authorize CA Greiner to sign the pool master plan proposal with OPSIS Architecture, LLP. The motion was seconded by Dawn Parm. Motion carried.

Yes- Stinchfield, Parm, Kirby, Fatland, Bass, Durfey, No- None, Abstain- None

7.3. Review & Approve Change Order from Rutherford Construction LLC for Steps at Golf Course Clubhouse

CA Greiner explained that there is going to be quite a drop-off in the front of the patio and Public Works staff suggested that steps be installed for safety. The attached change order includes electric, which had to be done for inspections, and the steps to consider. City was also approved by Donal Jamieson that if the city was going to install a mini-split, which the wiring is included in the build, it would look better to be done now do the wires can be in the wall instead of conduit. The cost was \$7,500 and was approved after discussion with public works staff and Travis Rutherford. The change orders and the mini-split installation brings the total cost of the \$284,495.50.

A motion was made by Councilor Durfey to approve the change order of the Golf Course Clubhouse steps by Rutherford Construction, LLC of \$3,367.50 The motion was seconded by Councilor Stinchfield. Motion carried.

Yes- Stinchfield, Parm, Kirby, Fatland, Bass, Durfey, No- None, Abstain- None

7.4. Approve Bank of Eastern Oregon Municipal Account Signers

A motion was made by Councilor Durfey to remove James Hassing, Michael Cronk and Janet L. Stinchfield from the City of Condon's Municipal account at the Bank of Eastern Oregon ending in 1330 and retain Kathryn M. Greiner on this account . The motion was seconded by Councilor Dawn Parm. Motion carried.

Yes- Stinchfield, Parm, Kirby, Fatland, Bass, Durfey, No- None, Abstain- None

8. STAFF REPORTS

8.1. Public Works – Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 3.5 million gallons of water were pumped in April which is 400,000 gallons more than April 2024. The water is still running over the wet well and the spring collection system had 2.5 million gallons this year compared to 1.5 million gallons the previous year. Staff is serving the golf course equipment, but PW Wilkins stated that it is time to look at replacing the older equipment that is at the end of its life. The crew has started the irrigation at the pivot, swept streets, patched potholes, crack sealing streets where needed and will start the water line project on Gilliam Street in the next month. This summer is the tri-annual review by the Oregon Health Authority of the city's water system and the water has been turned on to the new bus barn building on Cottonwood Lane. PW Wilkins said that the ODOT SCA grant project to pave portions of Oregon and Church Streets has been put out to bid with the closing to be 2 p.m. Thursday, May 29 and council will approve the contract at the June meeting. He reported that in the Safe Routes to School it was suggested to have art on the crosswalks and asked the council if they had any issues with a joint project with the Gilliam County Library and school age kids to complete this project. Consensus of the council was to proceed with this project. Councilor Durfey asked if the burn pile at the transfer station was open. PW Wilkins stated that it is still open and DEQ has proposed closing in when the new

permit is issued and public comment will be accepted when they permit process opens. Councilor Durfey also suggested that the city look to partner with Gilliam County Road Department for paving project.

8.2. Police & Fire – Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt stated that his office is working on the weed and grass code enforcement and that they should all be mowed by July 4. He also stated that he is working on abandoned or unlicensed vehicles in the city rights-of-way.

8.3. Administration – City Administrator Kathryn Greiner

CA Greiner stated that she needs to schedule committee meetings for Finance to discuss 2025-26 employee compensation and to review the General Fee Resolution, specifically utility and golf course clubhouse rental rates. She also has several dates to meet with the contractor to begin the City Administrator search. Condon Community clean-up is scheduled for Friday, May 16, 9 a.m. to noon. Grant updates include submission of an Oregon Parks and Recreation Diamonds in the Rough grant this week for a \$20,000 (\$40,000 total estimated cost) match of re-doing the City Hall bay window, and waiting to hear on the Business Oregon \$100,000 grant for moving forward with the Fairway Housing subdivision. CA Greiner stated that she was going to the State Capitol on Thursday to testify on a revenue bill to provide leeway in using transient tax funding and was to meet with Rep. Greg Smith to discuss public works funds for Condon. She will also send out information for the Oregon Connections Conference in Hood River in October to Councilors Fatland and Stinchfield and former councilor Donald Jamieson to determine if they would like to attend.

Mayor Hall gave an update on his recent attendance to the LOC Spring Conference in North Bend-Coos Bay and urged the council to attend these events. He plans to attend the Oregon Mayor's Association summer conference in Baker City in August and the LOC main conference in Portland in October.

9. COUNCIL INFORMATION

9.1. Budget Committee Meeting Draft Mintues - 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

Mayor Hall adjourned the meeting at 6:57 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	6308	TECH SUPPORT SVCS	05/01/2025	375.00	.00	
Total ACCTECH - A SYSTEMS INTEGRATOR:					375.00	.00	
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	80467	GENERAL ENGINEERING SERV	04/28/2025	365.00	.00	
Total ANDERSON, PERRY, & ASSOC.:					365.00	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	872564008X04	PHONE	04/06/2025	97.12	.00	
599	AT&T MOBILITY	872564008X04	PW Cell Phone	04/06/2025	97.11	.00	
Total AT&T MOBILITY:					194.23	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1064542	BACKHOE TIRE REPAIRS	05/05/2025	195.00	.00	
859	BENNETT'S POINT S TIRE & AU	1064542	BACKHOE TIRE REPAIRS	05/05/2025	195.00	.00	
Total BENNETT'S POINT S TIRE & AUTO:					390.00	.00	
BISHOP SANITATION							
876	BISHOP SANITATION	14929	TRANSFER STATION RESTROO	05/07/2025	128.50	.00	
Total BISHOP SANITATION:					128.50	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	6513	Copier Charge	04/30/2025	9.20	.00	
Total BOHN'S PRINTING:					9.20	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	X061918	Biochemical Oxygen	04/09/2025	68.00	.00	
151	BOX R WATER ANALYSIS LAB	X061918	TOTAL SUSPENDED SOLIDS	04/09/2025	47.00	.00	
151	BOX R WATER ANALYSIS LAB	X061922	E coli Coliform Testing	04/09/2025	51.00	.00	
151	BOX R WATER ANALYSIS LAB	X061922	SAMPLE COLLECTIONS/TRANS	04/09/2025	52.00	.00	
Total BOX R WATER ANALYSIS LAB:					218.00	.00	
CASELLE , INC							
166	CASELLE , INC	139727	ELECTRONIC READING INTERF	03/03/2025	136.00	.00	
Total CASELLE , INC:					136.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	APR 2025	CITY HALL	04/22/2025	226.12	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Golf Course	04/22/2025	60.25	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	PARK	04/22/2025	55.75	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	MEMORIAL HALL	04/22/2025	183.33	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Golf Course	04/22/2025	47.24	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Sewer Plant w pivot	04/22/2025	242.77	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Disposal	04/22/2025	529.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
169	COLUMBIA BASIN ELECTRIC	APR 2025	Golf Course	04/22/2025	77.16	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	City Farm	04/22/2025	1,324.22	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Street Lights	04/22/2025	1,470.44	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	City Farm	04/22/2025	49.33	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Golf Course	04/22/2025	128.94	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Pool	04/22/2025	50.53	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	Library	04/22/2025	328.53	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	GRADE SCHOOL	04/22/2025	143.63	.00	
169	COLUMBIA BASIN ELECTRIC	APR 2025	NEW SHOP	04/22/2025	38.73	.00	
Total COLUMBIA BASIN ELECTRIC:					4,956.50	.00	
DEPARTMENT OF ENVIRONMENTAL QUALITY							
222	DEPARTMENT OF ENVIRONME	WQWSC25003	WW OpCERT PRG SUPPORT FE	04/21/2025	107.12	.00	
Total DEPARTMENT OF ENVIRONMENTAL QUALITY:					107.12	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	APR 2025	Water Fuel	04/30/2025	281.52	.00	
224	DEVIN OIL COMPANY	APR 2025	Sewer Fuel	04/30/2025	281.52	.00	
Total DEVIN OIL COMPANY:					563.04	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1312483	SOLENOID VALVE	04/10/2025	745.72	.00	
254	FERGUSON ENTERPRISES	1313906	2" ROMAC	04/18/2025	574.50	.00	
254	FERGUSON ENTERPRISES	1314759	6 SILENT CHECK PARTS	04/28/2025	4,501.32	.00	
Total FERGUSON ENTERPRISES:					5,821.54	.00	
GARNER, DONNA							
1635	GARNER, DONNA	050125	W/S DEPOSIT REFUND, D., GAR	05/01/2025	73.70	.00	
Total GARNER, DONNA:					73.70	.00	
HALL, DUSTAN							
1590	HALL, DUSTAN	APR 2025	LOC CONFERENCE HOTEL REI	05/07/2025	287.88	.00	
1590	HALL, DUSTAN	APR 2025	LOC CONFERENCE MILEAGE 7	05/07/2025	513.10	.00	
1590	HALL, DUSTAN	APR 2025	LOC CONFERENCE DINNER RE	05/07/2025	17.68	.00	
Total HALL, DUSTAN:					818.66	.00	
HARRISON, CAMMERA							
1636	HARRISON, CAMMERA	MAY 2025	W/S DEPOSIT REFUND 121 N P	05/08/2025	61.10	.00	
Total HARRISON, CAMMERA:					61.10	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	APR 2025	Park Fuel	04/30/2025	67.11	.00	
304	HATTENHAUER DIST.	APR 2025	Golf Fuel	04/30/2025	1,577.49	.00	
304	HATTENHAUER DIST.	APR 2025	Water	04/30/2025	171.15	.00	
304	HATTENHAUER DIST.	APR 2025	Sewer	04/30/2025	171.14	.00	
Total HATTENHAUER DIST.:					1,986.89	.00	
HD FOWLER COMPANY							
306	HD FOWLER COMPANY	I6992684	WATER	05/01/2025	405.80	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HD FOWLER COMPANY:					405.80	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	10245048	Water	05/01/2025	43.99	.00	
766	HOME TELEPHONE COMPANY	10245048	Sewer	05/01/2025	286.66	.00	
766	HOME TELEPHONE COMPANY	10245048	Administration	05/01/2025	203.14	.00	
Total HOME TELEPHONE COMPANY:					533.79	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	APR 2025	MRC Fiber Project	05/01/2025	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAMES, JESSICA							
1637	JAMES, JESSICA	MAY 2025	W/S DEPOSIT REFUND, 115 W F	05/05/2025	17.38	.00	
Total JAMES, JESSICA:					17.38	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	APR 2025	Pool - REPAIR KIT	04/30/2025	6.10	.00	
328	JAMIESON & MARSHALL	APR 2025	Golf CLUBHOUSE MINI SPLITS	04/30/2025	7,500.00	.00	
328	JAMIESON & MARSHALL	APR 2025	Pool PARTS	04/30/2025	150.85	.00	
Total JAMIESON & MARSHALL:					7,656.95	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	APR 2025	PLASTHBX	04/30/2025	42.99	.00	
371	M & A AUTO PARTS	APR 2025	1ST Q DEMURRAGE	04/30/2025	37.50	.00	
371	M & A AUTO PARTS	APR 2025	2 GAL SPRAYER	04/30/2025	22.99	.00	
371	M & A AUTO PARTS	APR 2025	5LB MEAL BAIT	04/30/2025	49.99	.00	
371	M & A AUTO PARTS	APR 2025	DUST MASK, SPRAY BOTTLE	04/30/2025	12.48	.00	
371	M & A AUTO PARTS	APR 2025	PIPE COUPLING , PIPE	04/30/2025	42.14	.00	
371	M & A AUTO PARTS	APR 2025	1" PVC	04/30/2025	3.98	.00	
371	M & A AUTO PARTS	APR 2025	6 TON JACK STANDS	04/30/2025	74.83	.00	
371	M & A AUTO PARTS	APR 2025	16 PB DS PENETRANT	04/30/2025	8.49	.00	
371	M & A AUTO PARTS	APR 2025	16 PB DS PENETRANT	04/30/2025	8.49	.00	
371	M & A AUTO PARTS	APR 2025	SAW, BIT, WOOD CHISEL	04/30/2025	19.48	.00	
371	M & A AUTO PARTS	APR 2025	SAW, BIT, WOOD CHISEL	04/30/2025	19.48	.00	
371	M & A AUTO PARTS	APR 2025	HOSE, FITTINGS, ORING	04/30/2025	104.27	.00	
371	M & A AUTO PARTS	APR 2025	HOSE, FITTINGS, ORING	04/30/2025	104.27	.00	
371	M & A AUTO PARTS	APR 2025	OIL, FILTER	04/30/2025	29.92	.00	
371	M & A AUTO PARTS	APR 2025	OIL, FILTER	04/30/2025	29.92	.00	
371	M & A AUTO PARTS	APR 2025	KNIFE, BLADE, FIX A FLAT, TIRE	04/30/2025	27.78	.00	
371	M & A AUTO PARTS	APR 2025	KNIFE, BLADE, FIX A FLAT, TIRE	04/30/2025	27.78	.00	
371	M & A AUTO PARTS	APR 2025	TAPE, PLIERS, TREE SPIKES, S	04/30/2025	30.98	.00	
371	M & A AUTO PARTS	APR 2025	TAPE, PLIERS, TREE SPIKES, S	04/30/2025	17.69	.00	
371	M & A AUTO PARTS	APR 2025	TAPE, PLIERS, TREE SPIKES, S	04/30/2025	17.99	.00	
371	M & A AUTO PARTS	APR 2025	TAPE, PLIERS, TREE SPIKES, S	04/30/2025	18.00	.00	
371	M & A AUTO PARTS	APR 2025	CART FLEX, CLEANER, WD40	04/30/2025	48.47	.00	
371	M & A AUTO PARTS	APR 2025	CART FLEX, CLEANER, WD40	04/30/2025	48.46	.00	
371	M & A AUTO PARTS	APR 2025	WATERPROOF GORILLA TAPE,	04/30/2025	31.57	.00	
371	M & A AUTO PARTS	APR 2025	FOAM SPRAY	04/30/2025	29.98	.00	
371	M & A AUTO PARTS	APR 2025	CAP LIGHT	04/30/2025	10.99	.00	
371	M & A AUTO PARTS	APR 2025	CAP LIGHT	04/30/2025	11.00	.00	
371	M & A AUTO PARTS	APR 2025	PRUNERS	04/30/2025	18.99	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total M & A AUTO PARTS:					950.90	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	APR 2025	City Hall Propane	04/30/2025	25.15	.00	
377	MORROW COUNTY GRAIN GRO	APR 2025	Sewer Plant Propane	04/30/2025	177.80	.00	
377	MORROW COUNTY GRAIN GRO	APR 2025	Pool TANK RENTAL	04/30/2025	50.00	.00	
Total MORROW COUNTY GRAIN GROW.:					252.95	.00	
MURRAY'S CONDON PHARMACY							
394	MURRAY'S CONDON PHARMAC	APR 2025	THANK YOU CARDS	04/25/2025	15.00	.00	
Total MURRAY'S CONDON PHARMACY:					15.00	.00	
OPEN COUNTRY FARM							
433	OPEN COUNTRY FARM	12-26256	GARDEN COMPOST 2 @ \$5.25	04/18/2025	10.50	.00	
433	OPEN COUNTRY FARM	12-26269	HARDWEAR CLOTH WIRE 100	04/23/2025	69.23	.00	
Total OPEN COUNTRY FARM:					79.73	.00	
OXARC							
442	OXARC	0032317488	Chlorine	04/24/2025	3,027.09	.00	
442	OXARC	0032317488	Chlorine	04/24/2025	3,027.09	.00	
Total OXARC:					6,054.18	.00	
THE MCGREGOR COMPANY							
1555	THE MCGREGOR COMPANY	AR 2025	GOLF SUPPLIES	04/30/2025	301.10	.00	
Total THE MCGREGOR COMPANY:					301.10	.00	
THE POOL AND SPA HOUSE							
649	THE POOL AND SPA HOUSE	850895-1	Pool Repairs and Maintenance	05/07/2025	785.99	.00	
Total THE POOL AND SPA HOUSE:					785.99	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	APR 2025	Transfer station ADVERTISING	04/28/2025	33.00	.00	
540	THE TIMES-JOURNAL	APR 2025	BUDGET COMMITTEE MTG	04/28/2025	102.00	.00	
Total THE TIMES-JOURNAL:					135.00	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	APR 2025	WATER & BLEACH	04/28/2025	20.07	.00	
548	TWO BOYS MEAT & GROCERY	APR 2025	SHOP COFFEE	04/28/2025	18.99	.00	
548	TWO BOYS MEAT & GROCERY	APR 2025	SHOP COFFEE	04/28/2025	18.99	.00	
548	TWO BOYS MEAT & GROCERY	APR 2025	WATER & DRINKS	04/28/2025	37.35	.00	
Total TWO BOYS MEAT & GROCERY:					95.40	.00	
VESTIS							
115	VESTIS	5291677542	Admin Janitorial	04/07/2025	186.43	.00	
115	VESTIS	5291686138	Admin Janitorial	04/21/2025	186.43	.00	
Total VESTIS:					372.86	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
VISA							
559	VISA	APR 2025 162	FLOAT VALVE	04/21/2025	53.51	.00	
559	VISA	APR 2025 162	PIPE FITTINGS, WATER SOFTE	04/21/2025	46.65	.00	
559	VISA	APR 2025 162	LOC SPRING CONF. - D. HALL	04/21/2025	400.00	.00	
559	VISA	APR 2025 162	AARON - SHORT SCHOOL	04/21/2025	186.68	.00	
559	VISA	APR 2025 162	AARON - SHORT SCHOOL	04/21/2025	186.67	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	11.22	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	11.22	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	11.58	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	11.59	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	15.60	.00	
559	VISA	APR 2025 162	FITZ - SHORT SCHOOL MEAL	04/21/2025	15.60	.00	
559	VISA	APR 2025 588	ZOOM ROOMS ANNUAL SUB	04/21/2025	499.00	.00	
559	VISA	APR 2025 588	ANNUAL ZOOM SUB	04/21/2025	159.90	.00	
559	VISA	APR 2025 588	DUSTER REFILLS	04/21/2025	14.44	.00	
559	VISA	APR 2025 588	STAMPS	04/21/2025	56.00	.00	
559	VISA	APR 2025 588	MAIL BUDGETS	04/21/2025	17.15	.00	
559	VISA	APR 2025 588	ECOPLUGS	04/21/2025	310.00	.00	
559	VISA	APR 2025 588	WORK LUNCH	04/21/2025	31.80	.00	
559	VISA	APR 2025 588	REPAIR KIT, PUTTY	04/21/2025	189.78	.00	
559	VISA	APR 2025 588	HAND VAC	04/21/2025	39.99	.00	
Total VISA:					2,268.38	.00	
Grand Totals:					38,129.89	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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
POST MASTER							
463	POST MASTER	MAY 2025	Postage Trust Account	05/15/2025	500.00	.00	
463	POST MASTER	MAY 2025	Postage Trust Account	05/15/2025	500.00	.00	
463	POST MASTER	MAY 2025	Postage Trust Account	05/15/2025	500.00	.00	
Total POST MASTER:					1,500.00	.00	
Grand Totals:					1,500.00	.00	

Dated: _____

Mayor: _____

City Administrator: _____

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APR 28 2025

CITY OF CONDON

Account Summary

Billing Cycle 04/21/25
Days In Billing Cycle 29
Previous Balance \$0.00
Purchases + 950.32
Cash + 0.00
Special + \$0.00
Balance Transfers + \$0.00
Credits - \$0.00
Payments - \$0.00
Other Charges + \$0.00
Finance Charges + 0.00

NEW BALANCE \$950.32

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PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE \$950.32
MINIMUM PAYMENT \$950.32
PAYMENT DUE DATE 05/16/2025

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.

Credit Summary

Total Credit Line \$10,000.00
Available Credit Line \$9,049.00
Available Cash \$0.00
Amount Over Credit Line \$0.00
Amount Past Due \$0.00
Disputed Amount \$0.00

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Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
03/26/25	03/27/25	5085	24755425086730866296432	GRAINGER 800-4724643 IL float valve	\$53.51 pool 300
03/27/25	03/30/25	5200	24943015087010178601384	HOMEDEPOT.COM pipe fittings, water softener connector	\$46.65 W270
03/27/25	03/30/25	8398	24071055087939164640909	LOC LEAGUE OF OREGON C LOC Spring Conf.	\$400.00 A140
03/30/25	04/01/25	7011	24445005090300475660020	SALEM OR -Dustan Hall FSP*OXFORD SUITES PENDLET PENDLETON OR Rann-shurt school	\$373.35 W280 \$ 186.68 5280 \$ 186.67

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT 0150

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



Account Number

1827

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name/address change on
back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date 04/21/25
New Balance \$950.32
Total Minimum Payment Due \$950.32
Payment Due Date 05/16/2025

\$ 950.32

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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
03/31/25	04/01/25	5812	24137465090100280526369	TST* MAC'S BAR & GRILL <i>short school meal</i>	\$22.44
				PENDLETON OR <i>W280 \$11.22, S280 \$11.22</i>	
03/31/25	04/01/25	5812	24269795091001052925855	ABBYS LEGENDARY PIZZA - 4 <i>short school meal</i>	\$23.17
				PENDLETON OR <i>W280 \$11.58, S280 \$11.58</i>	
04/02/25	04/03/25	5812	24137465092100285023170	TST* MAC'S BAR & GRILL <i>short school meal</i>	\$31.20
				PENDLETON OR <i>W280 \$15.60, S280 \$15.60</i>	

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	\$ 950.32

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.

RECEIVED

APR 28 2025

CITY OF CONDON

Account Summary

Billing Cycle	04/21/25
Days In Billing Cycle	29
Previous Balance	\$500.49
Purchases	+ 1,318.06
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$0.00
Payments	- \$500.49
Other Charges	+ \$0.00
Finance Charges	+ 0.00

NEW BALANCE \$1,318.06

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$8,681.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

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Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
03/23/25	03/24/25	4814	24011345082100106440584	ZOOM.COM 888-799-9666 Ann. Zoom Rooms	\$658.90 \$499 A10
03/24/25	03/25/25	5942	24692165084108142609522	ZOOM.US CA Ann. Zoom Sub. \$40 \$159.90	\$14.44 A10
03/28/25	03/30/25	9402	24137465088001519680627	Amazon.com*IS2WZ0G13 Tauster refills	\$14.44 A10
04/02/25	04/03/25	9402	24137465093001381687786	USPS PO 4017920823 stamps	\$56.00 A10
				CONDON OR	
				USPS PO 4017920823 mail budgets	\$17.15 A10
				CONDON OR	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT 0150

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

04/21/25

New Balance

\$1,318.06

Total Minimum
Payment Due

\$1318.06

Payment Due Date

05/16/2025

\$ 1318.06

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 Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/05/25	04/06/25	5655	24793385095001624073078	GlobalE /Honey Brother New York NY <i>Ecoplugs</i>	\$310.00 <i>6190</i>
04/09/25	04/10/25	5812	24692165099102245529003	SQ *CONDON LOCAL Condon OR <i>work lunch</i>	\$31.80 <i>1140</i>
04/11/25	04/11/25	6010	1 5101121412000010	PAYMENT - THANK YOU	\$500.49 -
04/15/25	04/16/25	5942	24692165105107559198487	AMAZON MKTPL*7X2C19HZ3 Amzn.com/bill VWA <i>Repair kit, putty</i>	\$189.78 <i>pool 300</i>
04/16/25	04/17/25	5942	24692165107108643038471	Amazon.com*6G64B8MZ3 Amzn.com/bill VWA <i>hand vac.</i>	\$39.99 <i>110</i>

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 1,318.06

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.

REQUEST FOR PROPOSALS

Brownfield Cleanup / Environmental Remediation at Former Condon Grade School. Professional Services desired. Responses due by July 7, 2025 5:00 PM PST.

The full RFP may be accessed online at www.PortofArlington.com

Please email proposals to Jed.Crowther@PortofArlington.com

Port of Arlington Environmental Sentry Corp

100 Port Island Road / PO Box 279

Arlington, OR 97812

To be published June 5, 2025 Times-Journal Condon.

Analysis of Brownfield Cleanup Alternatives

Condon Grade School
220 S East Street, Condon, Oregon

Final

Prepared for:

Port of Arlington Environmental Sentry Corp.

November 9, 2023

Project No. M2602.01.002

Prepared by:

Maul Foster & Alongi, Inc.

3140 NE Broadway, Portland, OR 97232

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Analysis of Brownfield Cleanup Alternatives

Condon Grade School

220 S East Street, Condon, Oregon

*The material and data in this report were prepared
under the supervision and direction of the undersigned.*

Maul Foster & Alongi, Inc.



Meaghan V. Pollock, RG
Project Geologist



Joshua Elliott, PE
Principal Engineer

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Appendixes

Appendix A

2021 and 2023 Phase I Environmental Site Assessments

Appendix B

2022 HBM Survey

Abbreviations

ABCA	Analysis of Brownfield Cleanup Alternatives
ACM	asbestos-containing materials
AOC	area of containment
ARAR	applicable or relevant and appropriate requirements
CFR	Code of Federal Regulations
City	City of Condon
Client	Port of Arlington Environmental Sentry Corp.
CWA	Clean Water Act
DEQ	Oregon Department of Environmental Quality
EPA	U.S. Environmental Protection Agency
ESA	Environmental Site Assessment
HBM	hazardous building materials
LBP	lead-based paint
MFA	Maul Foster & Alongi, Inc.
OAR	Oregon Administrative Rules
ORS	Oregon Revised Statute
OSHA	Occupational Safety and Health Administration
PCB	polychlorinated biphenyl
Property	former Condon Grade School property located at 220 S East Street in Condon, Oregon
RCRA	Resource, Conservation, and Recovery Act
TSD	treatment, storage, and disposal

1 Introduction

On behalf of the Port of Arlington Environmental Sentry Corp. (the Client), Maul Foster & Alongi, Inc. (MFA), has prepared this Analysis of Brownfield Cleanup Alternatives (ABCA) for the former Condon Grade School property located at 220 S East Street in Condon, Oregon (the Property) (see Figure 1-1). The Property is currently owned by the Client. This ABCA identifies and evaluates potential cleanup alternatives based on findings from previous site investigations, technical feasibility and cost, and regulatory requirements. This ABCA complies with the requirements of the U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grants Program.

1.1 Purpose and Objectives

Future plans for the Property may include renovating the building classrooms into apartment units or demolishing the current buildings and constructing new apartment units. The purpose of this ABCA is to identify and evaluate potential cleanup alternatives to address the known environmental impacts on the Property. Objectives of this ABCA are as follows:

- Summarize information from previous environmental investigations and existing environmental data.
- Identify feasible cleanup technologies to address hazardous building material (HBM).
- Assemble cleanup technologies into a range of potential cleanup alternatives.
- Provide a streamlined evaluation of the cleanup alternatives against regulatory criteria.
- Identify a recommended cleanup alternative based on current understanding of Property conditions and redevelopment goals.

2 Background

The Property background and physical setting information summarized below has been obtained from site visits, an environmental file review, and previous Property investigations.

2.1 Property Location, History, and Description

The Property is comprised of approximately 3.16 acres in Gilliam County on tax lot nos. 04S21E10DB-01400 and 04S21E10DB-01500. The Property is in a neighborhood east of downtown Condon, Oregon, in section 10, township 4 south, range 21 east of the Willamette

Meridian (see Figure 1-1). According to Gilliam County, the Property is currently zoned P (Public Facility).¹

A two-story school building is located on the western portion of the Property, and a fenced-in playground and grassy field are located on the eastern portion. The school building is approximately 45,300 square feet in size, which includes a covered and heated recreation area located on the east side of the building, referred to as the “play shed.” The school building was constructed on the Property in the early 1920s. The play shed addition was constructed in approximately 1955; the two wings of classroom additions (constructed on the north and south ends of the school building) were constructed in 1958; a locker room extension was added to the play shed in 1964; and the library was added in 1966 (see Figure 2-1).

The Property was used as a school for over one hundred years and has been vacant since 2022 when the Condon School District constructed and relocated students to a new elementary school. The Condon School District deeded the Property to the City of Condon (the City) in 2020. In 2023, the Property was deeded from the City to the Client.

The buildings at the Property contain known asbestos-containing materials (ACM) and lead-based paint (LBP).

2.2 Previous Environmental Investigations

MFA completed previous investigations on the Property, including two Phase I environmental site assessments (ESAs) (see Appendix A) and an HBM survey (see Appendix B).

The 2021 Phase I ESA identified the potential presence of ACM and LBP throughout the interiors and exteriors of the former school building as an additional finding and recommended sampling and laboratory testing of suspect materials to verify the presence of ACM and LBP.

The 2022 HBM survey included non-destructive sampling of suspected ACM and screening for the presence and/or absence of LBP using a portable X-ray fluorescence device and confirmation paint chip samples. In addition, a visual inspection of suspected polychlorinated biphenyls (PCBs)-containing fixtures and mercury-containing fixtures was conducted. The HBM survey identified ACM in 130 of the 407 samples collected throughout all wings of the school in flooring materials, including mastic, HVAC units, piping, and exterior stucco texture; LBP coatings throughout doorways in the cafeteria and lead-containing paint throughout the building; light fixtures and thermostats throughout the structure that may contain PCBs or mercury based on visual observations; and a rubberized polyurethane flooring in the play shed that may contain mercury (see Figures 2-2 and 2-3). MFA recommended the HBM report be provided to contractors for future work on the Property and that any identified HBM should be abated by a licensed abatement contractor prior to disturbance activities. In addition, MFA recommended removing light fixtures and thermostats prior to building remodel or demolition, and suggested the rubberized polyurethane flooring in the play shed should be treated as mercury-containing and be removed in a controlled manner during building remodeling or demolition.

¹ Gilliam County. 2023. “Web AppBuilder for ArcGIS.” Accessed February 22, 2023. <https://harneycounty.maps.arcgis.com/apps/webappviewer/index.html?id=c0fccc37daa4493caa0d30465e8f054d>.

The 2023 Phase I ESA findings were largely consistent with the 2021 Phase I ESA except that, based on the 2022 HBM survey, the 2023 Phase I ESA included the presence of HBM in building materials throughout the interior and exterior as an additional finding.

A data gaps HBM survey completed by MFA in October 2023 confirmed that the polyurethane flooring in the play shed did not contain mercury. The data gaps HBM report is forthcoming.

2.2.1 Contaminants

Potential contaminant sources associated with historical operations were identified during the Phase I ESAs (see Appendix A) and HBM Survey (see Appendix B). HBM (e.g., asbestos, lead, mercury, PCBs) must be addressed to allow for productive reuse of the Property and to prevent future exposure of HBM.

2.3 Geology and Hydrogeology

In general, the Property and surrounding area is level, with a gentle slope to the south-southwest, and is approximately 2,865 feet above mean sea level. The nearest surface water body is an unnamed stream, located approximately 975 feet south-southeast of the Property, that drains south toward Thirtymile Creek (located approximately 4.8 miles south of the Property). Based on topography and surface water features, the groundwater flow direction is estimated to be south-southwest. Records from the Oregon Water Resources Department online well log database were reviewed and did not identify any well listings for the Property. The depth to groundwater in the surrounding area is approximately 33 to 50 feet below ground surface. Shallow subsurface geology consists of gravel to a depth of 7 feet below ground surface underlain by basalt bedrock.

3 Applicable Regulations and Cleanup Standards

The remediation of the Property will be subject to a variety of federal (if applicable), state, and local laws and regulations. Oregon Revised Statute (ORS) 465.315(3) exempts the “on-site” portion of hazardous substance removal or a remedial action from state and local permits, licenses, or other authorization and procedural requirements. “On-site” is defined as the areal extent of contamination and all areas in close proximity to the contamination necessary for implementation of a removal or remedial action. Federal permits must still be obtained.

3.1 Summary of Generally Applicable or Relevant and Appropriate Federal Laws and Regulations

Remediation at the Property will be subject to a variety of federal laws and regulations that govern site cleanup. The applicable or relevant and appropriate requirements (ARARs) are discussed below.

3.1.1 Toxic Substances Control Act

The Toxic Substances Control Act of 1976 (15 USC 2601-2692) mandated EPA to protect the public from “unreasonable risk of injury to health or the environment” by regulating the manufacture and sale of chemicals. Under the authority of Toxic Substances Control Act, EPA regulates aspects of the use and management of asbestos (Title II, 40 Code of Federal Regulations [CFR] 763), LBP (Title IV, 40 CFR 745), PCBs (Title I, 40 CFR 761), and elemental mercury (Title I, 40 CFR 721 and 40 CFR 273).

3.1.2 Resource Conservation and Recovery Act

The hazardous waste management regulations developed by EPA are codified in Resource Conservation and Recovery Act (RCRA) Title 40 CFR parts 260 through 282 and include provisions for the management and disposal of wastes containing lead and other heavy metals.

3.1.3 Clean Air Act

The Clean Air Act requires EPA to develop and enforce regulations to protect the public from exposure to airborne contaminants referred to as National Emissions Standards for Hazardous Air Pollutants. The Standard for Demolition and Renovation (40 CFR 61.145) specifies work practices to be followed during demolitions and renovations of all regulated facilities including structures, installations, and buildings. The regulations require the owner of the building to notify applicable state and local agencies and/or EPA Regional offices before all demolitions or before renovations of buildings that contain a certain threshold amount of asbestos. The EPA has delegated the Oregon Department of Environmental Quality (DEQ) as their representative agency in Oregon.

3.1.4 National Ambient Air Quality Standards Attainment Area

The EPA has established National Ambient Air Quality Standards for a variety of potentially airborne substances known as criteria pollutants. National Ambient Air Quality Standards are ARARs for any conditions at a site that may result in emissions to the air of any listed criteria pollutant. Criteria pollutants include carbon monoxide, nitrogen dioxide, ozone, lead, particulates smaller than 10 micrometers, and sulfur dioxide.

Cleanup alternatives may involve HBM abatement. The air emissions generated by handling HBM at the Property are subject to applicable air quality standards to control or prevent the emission of air contaminants. Based on the known contaminants present at the Property, the applicable criteria pollutants at the Property include particulate matter (dust) and lead.

3.1.5 Clean Water Act

The federal Water Pollution Control Act Amendments of 1972, commonly referred to as the Clean Water Act (CWA), requires the development of regulations to protect the quality of the nation's waters.

The objective of the CWA (33 U.S. Code 1251-1376 and 40 CFR 129 and 131) is to restore and maintain the chemical, physical, and biological integrity of the nation's waters. Sections 303 and 304 of the CWA require EPA to issue ambient surface water quality criteria for the protection of aquatic life and human health. The federal water quality criteria, as specified in 40 CFR 131, are nonenforceable guidelines to be used by states to set water quality standards for surface water.

Federal water quality criteria, based on chronic and acute effects to aquatic life, have been developed for 120 priority toxic pollutants and 45 nonpriority pollutants for marine waters and freshwaters.

During construction, water will be directed through erosion- and sediment-control features to meet any water quality standards. The State of Oregon has been delegated the authority to implement the CWA and has rules and regulations corresponding to all of those stated in the CWA. Therefore, any discharges to the City's stormwater conveyance system and/or surface water will be managed under the state program. In addition, ambient surface water quality criteria are considered screening criteria.

3.1.6 Comprehensive Environmental Response, Compensation, and Liability Act

Asbestos, PCBs, mercury, and lead are listed as Comprehensive Environmental Response, Compensation, and Liability Act (42 USC 9601) hazardous substances in Designation of Hazardous Substances and Reportable Quantities (40 CFR 302.4).

3.1.7 Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X)

The Lead Hazard Standard codified in 40 CFR Part 745 Subpart D identifies LBP hazards that apply to target housing and child-occupied facilities. The Residential Lead-Based Paint Hazard Reduction Act was enacted as Title X of the Housing and Community Development Act and requires certification of LBP abatement and evaluation firms and individuals, requirements for training providers, and work practice standards. LBP activities include abatement, inspection, and risk assessment.

3.1.8 U.S. Department of Transportation

The U.S. Department of Transportation has published regulations including requirements regarding communications and emergency response, shipping, and packaging (40 CFR 171 through 180), that govern the transportation of hazardous materials to or from the Property such as asbestos, lead, mercury, and PCBs (49 CFR 172.101).

The provisions of 40 CFR § 263 establish minimum standards that apply to persons transporting hazardous waste by air or water.

3.1.9 Natural Resource Damages

The Natural Resource Damage provisions of the Comprehensive Environmental Response, Compensation, and Liability Act, the Oil Pollution Act of 1990, and the CWA allow natural resource trustees to assess damages for losses arising from injury to public natural resources caused by the release of oil or hazardous substances. 43 CFR 11.62 provides the definitions of what constitutes an injury to a natural resource, particularly the definitions of injury to surface water resources, groundwater resources, air resources, geologic resources, and biological resources. The definition of injury either must be met or likely will be met for natural resource damages to be included for a given facility or property.

Once natural resource damages have been established by federal, state, or Native American Tribe trustees, the responsible party must take action to restore the damaged resource. These actions can take the form of cash payment to a trustee, or the responsible party can undertake its own restoration projects, or both.

In accordance with DEQ regulations, the cleanup alternative will establish means and methods to ensure that the remedial action minimizes short-term risks during implementation. Consequently, natural resource damages caused by remedial action implementation will be avoided.

3.1.10 Treatment, Storage, and Disposal Facility Standards

The Solid Waste Disposal Act (42 USC 6921 Subtitle C) incorporated under RCRA (40 CFR § 264) provides design standards for treatment, storage, and disposal (TSD) facilities. The TSD requirements for hazardous wastes are normally associated with facilities applying for, or having received, an RCRA permit.

The applicability of the TSD facility requirements to an on-site remedial action is contingent on whether the remedy includes on-site disposal. According to EPA guidance, “disposal” is synonymous only with a new “placement” of hazardous waste. Placement occurs whenever hazardous wastes are moved from one area of containment (AOC) to another, or are removed, treated, and later returned to the same AOC (National Contingency Plan Preamble at 8759; EPA Office of Solid Waste and Emergency Response Directive 9347.3-05FS [Superfund land-disposal restriction Guide 5]).² No placement occurs in connection with in-situ treatment or containment of contamination. The boundaries of an AOC are formed by the areal extent of contiguous contamination, regardless of variations in contaminant type or concentration (National Contingency Plan Preamble at 8758).

3.1.11 Land-Disposal Restrictions

Land-disposal restrictions for RCRA wastes characterized as toxic (40 CFR § 268) require that the waste be treated to specified concentrations before placement in a land-based unit. Land-disposal restrictions would apply to wastes removed from the Property that exceed treatment standards for waste codes or that fail a toxic characteristic leaching procedure analysis.

3.1.12 Occupational Safety and Health Administration

Federal Occupational Safety and Health Administration (OSHA) regulations pertaining to hazardous waste sites are addressed under 29 CFR 1910.120, the Hazardous Waste Operations and Emergency Response Standard. This standard applies to cleanup and corrective actions as well as to operations involving hazardous wastes that are conducted at a permitted TSD facility, unless the employer can demonstrate that the operations do not involve employee exposure or the reasonable possibility of employee exposure to safety or health hazards. The General Standards for Asbestos (29 CFR 1910.1001) and Lead (29 CFR 1910.1025) apply to occupational exposures. The Construction Standards for Asbestos (29 CFR 1926.1101) and Lead (29 CFR 1926.62), apply to construction work including work practices during demolition and renovation, worker training, disposal of asbestos and lead waste, and specification of permissible exposure limits.

² EPA. 1989. *Determining When Land Disposal Restrictions (LDRs) Are Applicable to CERCLA Response Actions. Superfund LDR Guide #5*. Directive 9347.3-05FS. U.S. Environmental Protection Agency, Office of Solid Waste and Emergency Response. July.

3.2 Summary of Generally Applicable or Relevant and Appropriate Oregon State Laws and Regulations

The following state laws and regulations and local requirements were determined to be ARARs. Regulations are codified in the Oregon Administrative Rules (OARs).

3.2.1 Department of Environmental Quality

In Oregon, DEQ enforces the EPA National Emissions Standards for Hazardous Air Pollutants standard that regulates abatement, handling, and disposal of ACMs. Specific requirements apply to generators of asbestos waste, persons transporting asbestos waste, and operators of disposal facilities accepting the waste.

- ORS 468A.700 through 760: Asbestos Abatement Projects addresses requirements for asbestos abatement projects, contractor licensing and training, worker certification and training, and accreditation.
- OAR 340-248-0005 through 340-248-0280: Asbestos Requirements applies to asbestos milling, manufacturing, fabricating, abatement, disposal, or any situation where a potential for exposure to asbestos fibers exists. The regulations address asbestos licensing and certification requirements as well as asbestos emission standards and procedural requirements.
- OAR 340-110-001 through 340-110-080: Oregon regulations on management of waste containing PCBs.
- OAR 340-202-0050 and -0060: Oregon regulations establish provisions for general regulation of air pollution sources, ambient air quality standards, and acceptable levels for particulate matter, and stipulate requirements for new sources of toxic air pollutant emissions. These regulations may be applicable to cleanup actions at the Property; for example, to control emissions resulting from HBM abatement.

3.2.2 Oregon Occupational Safety and Health Administration

Oregon-OSHA has adopted the Federal OSHA standards by reference in OAR 437-002-0010 and 437-002-0360 and is responsible for land-based administration and enforcement.

3.2.3 Oregon Health Authority

The Oregon Health Authority has been authorized by EPA to regulate LBP activities in Oregon. Oregon Health Authority implements the following Oregon statutes and regulations under the Lead-Based Paint Program.

- ORS 431.917-926 Lead-Based Paint Activities
- OAR 333-068 Accreditation of Training Programs for Professionals Engaged in LBP Activities
- OAR 333-069 Certification of Individuals and Firms Engaged in LBP Activities
- OAR 333-070 Pre-Renovation Education and Renovation, Repair, and Painting Activities Involving LBP

3.2.4 National Pollutant Discharge Elimination System 1200-C Permit

The National Pollutant Discharge Elimination System 1200-C permit is administered by the DEQ to regulate construction activities that disturb one or more acres of land through clearing, grading, excavating, or stockpiling of fill material and where the possibility exists that stormwater could run off the Property into surface waters or conveyance systems leading to surface waters of the state during construction. To obtain a permit, applicants must prepare an erosion- and sediment-control plan and incorporate best management practices into their land-disturbing construction work. A complete application packet includes an application form, Land Use Compatibility Statement, and the erosion- and sediment-control plan.

3.2.5 Noise Regulations

Maximum environmental noise levels have been determined and are contained in OAR 340-035-0035. Approved procedures for measurement of environmental noise are contained in OAR 340-035-0035.

3.3 Local Requirements

A building permit from the City for the demolition of existing structures/foundations may be required.

4 Remedial Action Alternatives

The purpose of this ABCA is to identify the most appropriate remedial action alternative that reduces or eliminates potentially complete pathways for exposure to HBM on the Property. This ABCA was completed in general accordance with EPA guidelines for conducting an ABCA and Oregon regulations for conducting a feasibility study (OAR 340-122-0085). This document is a draft and will be presented for public comment.

4.1 Remedial Action Alternatives Considered

Typically, under DEQ removal authority (OAR 340-122-0090), remedial alternatives are evaluated using the following criteria:

- Effectiveness
- Long-term reliability
- Implementability
- Implementation risk
- Reasonableness of cost

The above factors are discussed below, along with a discussion of climate change and sustainability related to resilience per EPA guidance.³

4.1.1 Alternative 1: No Action

The “no action” alternative is only included for baseline purposes, and it is not considered a long-term solution to environmental issues present at the Property. This alternative would not include any activities to remove, treat, monitor, or manage HBM. If HBM is left in place, human exposure is likely. This alternative is not further evaluated because it is not protective of human health and the environment.

4.1.2 Alternative 2: Removal of All Existing ACM and Miscellaneous Hazardous Substances, and Encapsulation of LBP

Alternative 2 uses engineering controls and institutional controls to prevent exposure of future Property occupants to HBM. Alternative 2 includes the following elements:

Removal of All Existing ACM and Miscellaneous Hazardous Substances—This alternative includes removal of all ACM, PCB- and mercury-containing fixtures prior to building renovation. Under this alternative, flooring (tile, vinyl, linoleum, and mastic), thermal systems insulation, leveling compound, and exterior stucco will be abated. All PCB and mercury-containing light bulbs and fixtures will be abated. The cost estimate for this alternative assumes all HBM can be disposed of at the Columbia Ridge Landfill in Arlington, Oregon free of charge.

The interior paint appears to be in stable condition and is not posing a significant risk to public interest and safety. LBP will be encapsulated. Consequently, this alternative does not include LBP abatement and therefore, following abatement of ACM and miscellaneous hazardous substances, annual condition inspections and documentation of all areas known to contain LBP (i.e., cafeteria) will be required for the lifetime of the building. The cost estimate for this alternative was based on inspections and documentation for thirty years.

4.1.3 Alternative 3: Abate HBM

Alternative 3 includes the same removal of existing ACM and miscellaneous hazardous substances as Alternative 2. In addition, Alternative 3 will include sandblasting all interior surfaces with LBP (i.e., cafeteria). The cost estimate for this alternative assumes all HBM can be disposed of at the Columbia Ridge Landfill in Arlington, Oregon free of charge.

4.2 Evaluation of Cleanup Alternatives

4.2.1 Effectiveness

Both Alternative 2 and Alternative 3 are judged to be effective, as they would eliminate the exposure of HBM to human receptors.

³ EPA. 2014. *Checklist: How to Address Changing Climate Concerns in an Analysis of Brownfield Cleanup Alternatives (ABCA)*. EPA 560-Q-14-001. U.S. Environmental Protection Agency. April.

4.2.2 Long-Term Reliability

Alternative 2 requires the maintenance of engineering controls (LBP encapsulation) to prevent exposure of human receptors to HBM.

Alternative 3 implements full HBM abatement to prevent exposure of human receptors to HBM. Alternative 3 is judged to be more reliable in the long term.

4.2.3 Implementability

Proposed Alternatives 2 and 3 are considered moderately easy to implement, as they use common construction practices and locally available materials. However, Alternative 3 requires abating all LBP and capturing the dust and would require additional engineering controls. Alternative 2 is judged to be slightly more implementable as it would not require removal of LBP.

4.2.4 Implementation Risk

Alternative 3 requires additional material set-up and procedures to ensure all lead dust is appropriately captured. Although work would be performed by trained, certified contractors consistent with a site-specific health and safety plan that includes supervision and air monitoring, there is a slightly higher implementation risk for Alternative 3. The nearby community would be primarily impacted by haul routes. The required permits would reduce risk to the environment during construction through engineering controls.

4.2.5 Climate Change Concerns

The Property is not located near any creeks or surface water features prone to flooding. Its relatively urban setting makes it less vulnerable to the increase in average temperature and wildfire activities expected due to the impacts of climate change. Potential impacts from climate change are not a significant factor in alternative selection.

4.2.6 Cost

The probable cost of Alternative 2 is \$1,112,000 (see Table 4-1) and the probable cost of Alternative 3 is approximately \$861,000 (see Table 4-2). It is assumed that proposed Alternatives 2 and 3 would be completed simultaneously with the redevelopment of the Property. The cost for Alternative 2 includes HBM abatement, LBP encapsulation, and monitoring for thirty years. The cost for Alternative 3 includes HBM abatement and LBP removal. Neither alternative includes costs for the proposed building renovations or replacement of abated building materials. The estimates include a 30 percent contingency and are considered to have a confidence of -30 to +50 percent.

4.2.7 Sustainability

Proposed Alternative 2 has a slightly higher level of sustainability, in relation to trucking and emissions associated with hauling. Truck idling will be minimized whenever feasible. Alternative 2 has slightly lower trucking requirements as compared to Alternative 3, as LBP would not be removed.

4.3 Public Participation

The ABCA process mandates that public comments and concerns be addressed during the selection of a cleanup alternative. This ABCA report will be included in the EPA grant application to be presented for public comment. Additional public comment period(s) will likely occur before the cleanup action.

5 Preferred Cleanup Alternative

Alternative 1 cannot be recommended since it does not address site risks. Based on the above alternative evaluation, the preferred cleanup alternative for HBM abatement is Alternative 3 due to its lower expected cost, similar effectiveness, and higher long-term reliability. Both alternatives are comparable in most regards and the additional cost associated with long-term LBP monitoring and reporting associated with Alternative 2 is not warranted given the lower cost of Alternative 3. For these reasons, Alternative 3 is the preferred cleanup alternative.

Limitations

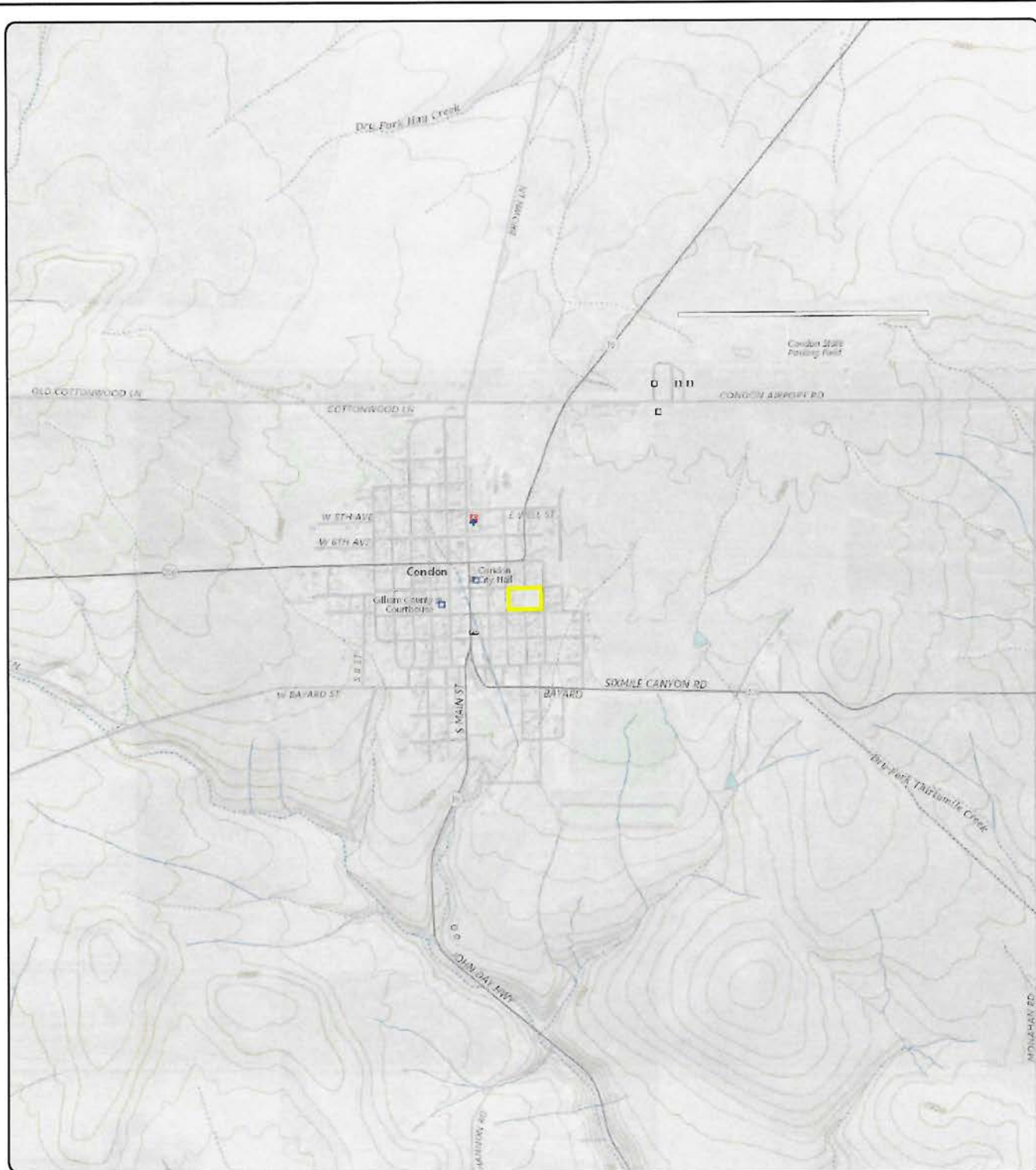
The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

Figures



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Notes
U.S. Geological Survey 7.5-minute topographic
quadrangle (2020): Condon.
Township 4 south, range 21 east, section 10.

Data Source
Property boundary obtained from Condon County.

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Legend

 Property Boundary

**Figure 1-1
Property Location**

Condon Grade School
220 S East Street
Condon, OR 97823

0 1,000 2,000
Feet





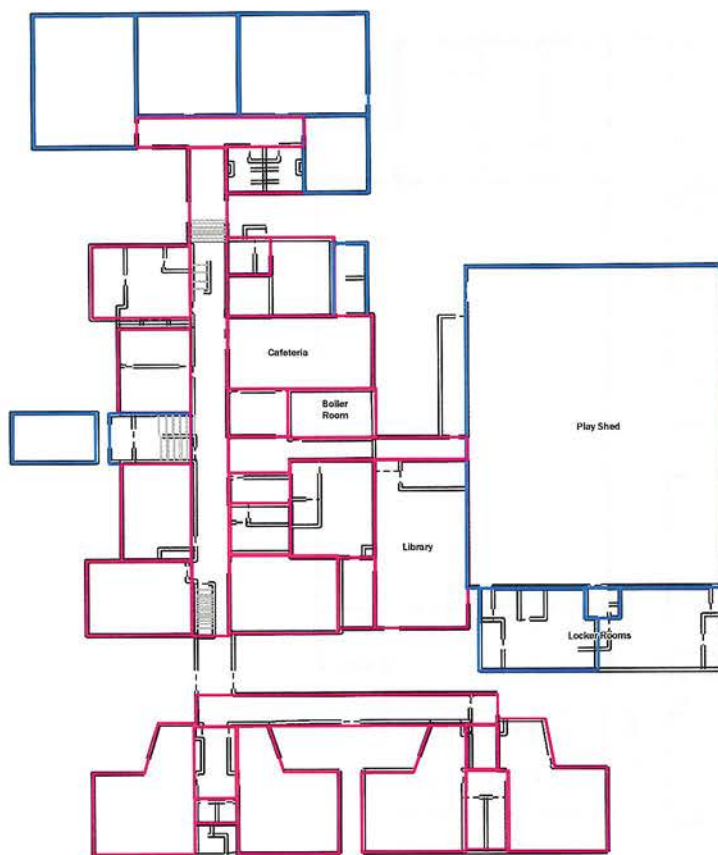


Figure 2-2
First Floor
Building Overview
Condon Grade School
220 S East Street
Condon, OR 97823

Legend

-  Presence of Asbestos
 No Presence of Asbestos
 Door
 Wall
 Stair



Data Sources
Aerial photograph obtained from the Oregon Geospatial Enterprise Office. Tax lot data obtained from Gilliam County



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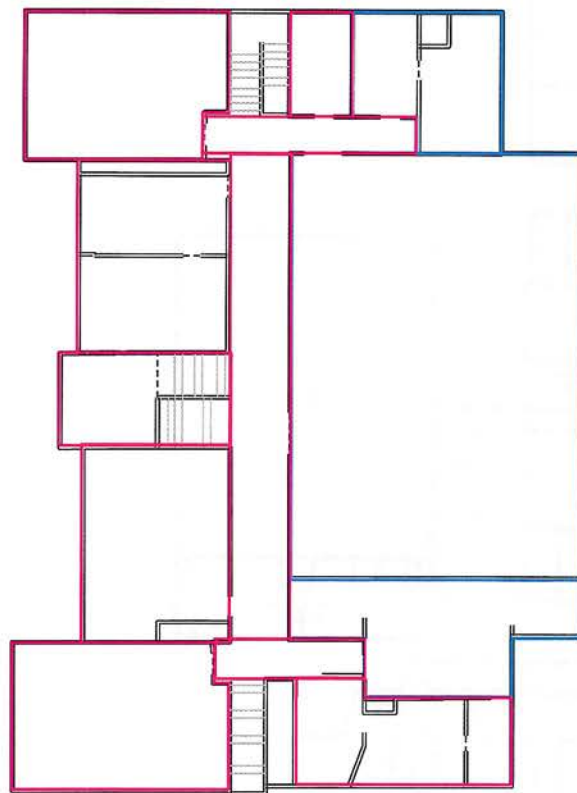


Figure 2-3
Second Floor
Building Overview

Condon Grade School
220 S East Street
Condon, OR 97823

Legend

-  Presence of Asbestos
 No Presence of Asbestos
 Door
 Wall
 Stair



Data Sources

Aerial photograph obtained from the Oregon Geospatial Enterprise Office, Tax lot data obtained from Gilliam County



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Tables



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ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Table 4-1: Alternative 2 Conceptual Cost Estimate				
Project: Condon Grade School ABCA			 MAUL FOSTER ALONGI 3140 NE Broadway Portland, OR 97232 971.544.2139 (p) www.maulfooster.com	
Client: Port of Arlington Environmental Sentry Corp.				
Project No./Task:	M2602.01.002	Initial		
Prepared By:	M. Pollock	MVP		
Checked By:	J. Elliott, PE	JCE		
Date:	10/19/2023			
Revision No.:	0			
Cost Estimate Summary—Feasibility Level				
Component	Units	Unit Cost	No. of Units	Cost
Removal of All Existing ACM and Miscellaneous Hazardous Substances, Encapsulation of LBP				
Mobilization	LS	\$ 59,800	1	\$ 59,800
Abatement				
Flooring (vinyl, tile, linoleum) and mastic	SF	\$ 7.50	19,160	\$ 143,700
Linoleum flooring	SF	\$ 7.50	4,930	\$ 36,975
Self-leveling compound	SF	\$ 4.30	870	\$ 3,741
Thermal system insulation	SF	\$ 4.30	360	\$ 1,548
Stucco	SF	\$ 4.30	9,000	\$ 38,700
Pipe-wrap on HVAC ducts	LF	\$ 47	7,500	\$ 352,500
Mercury light tubes (per 4 foot bulb)	EA	\$ 10	40	\$ 400
Mercury-containing fixtures	EA	\$ 215	8	\$ 1,720
LBP Encapsulation	SF	\$ 5.00	200	\$ 1,000
Waste removal and disposal	LS	\$ 17,700	1	\$ 17,700
ABATEMENT SUBTOTAL (rounded to the nearest \$100)				\$ 657,800
Contingency			30%	\$ 197,340
REMEDIAL ACTION TOTAL (rounded to the nearest \$100)				\$ 855,100
Monitoring and Maintenance				
LBP monitoring (30 years)	LS	\$ 101,700	1	\$ 101,700
LBP monitoring report (30 years)	LS	\$ 95,700	1	\$ 95,700
MONITORING SUBTOTAL				\$ 197,400
Contingency			30%	\$ 59,220
MONITORING TOTAL				\$ 256,620
TOTAL (rounded to the nearest \$1,000)				\$ 1,112,000
Notes				
ABCA = analysis of brownfield cleanup alternatives.				
ACM = asbestos-containing material.				
EA = each.				
HVAC = heating, ventilation, and air conditioning.				
LBP = lead-based paint.				
LF = linear foot.				
LS = lump sum.				
SF = square feet.				

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST

Table 4-2: Alternative 3 Conceptual Cost Estimate					
Project: Condon Grade School ABCA					
Client: Port of Arlington Environmental Sentry Corp.					
Project No./Task:		M2602.01.002	Initial		
Prepared By:		M. Pollock	MVP		
Checked By:		J. Elliott, PE	JCE		
Date:		10/19/2023			
Revision No.:		0			
Cost Estimate Summary—Feasibility Level					
Component		Units	Unit Cost	No. of Units	Cost
Abate HBM					
Mobilization		LS	\$ 60,200.00	1	\$ 60,200
Abatement					
Flooring (vinyl, tile, linoleum) and mastic		SF	\$ 7.50	19,160	\$ 143,700
Linoleum flooring		SF	\$ 7.50	4,930	\$ 36,975
Self-leveling compound		SF	\$ 4.30	870	\$ 3,741
Thermal system insulation		SF	\$ 4.30	360	\$ 1,548
Stucco		SF	\$ 4.30	9,000	\$ 38,700
Pipe-wrap on HVAC ducts		LF	\$ 47	7,500	\$ 352,500
Mercury light tubes (per 4 foot bulb)		EA	\$ 10	40	\$ 400
Mercury-containing fixtures		EA	\$ 215	8	\$ 1,720
Waste removal and disposal		LS	\$ 17,700	1	\$ 17,700
Sandblast lead paint		SF	\$ 24.00	200	\$ 4,800
ABATEMENT SUBTOTAL (rounded to the nearest \$100)					\$ 662,000
Contingency			30%		\$ 198,600
TOTAL (rounded to the nearest \$1,000)					\$ 861,000
Notes					
ABCA = analysis of brownfield cleanup alternatives.					
EA = each.					
HBM = hazardous building materials.					
HVAC = heating, ventilation, and air conditioning.					
LF = linear foot.					
LS = lump sum.					
SF = square feet.					



REQUEST FOR PROPOSALS

Professional Services

For Site-Specific Brownfield Cleanup Project

Former Condon Grade School

Funded by

United States Environmental Protection Agency Brownfield Program

Responses Due by:

July 7, 2025 5:00 PM PST

Port of Arlington Environmental Sentry Corp
100 Port Island Road / PO Box 279
Arlington, OR 97812

REQUEST FOR PROPOSALS

Environmental Remediation of the Former Condon Grade School

to be performed for Port of Arlington Environmental Sentry Corp (Sentry)

Proposal Due Date: July 7, 2025

Sentry reserves the right to reject in whole or in part any and all bids and proposals.

RFP Review: This RFP may be accessed online at www.PortofArlington.com. *See also anticipated schedule at the end of the proposal.*

RFP Issuance June 5, 2025

Deadline for Questions June 18, 2025 5:00 PM PDT

Proposals Due July 7, 2025 5:00 PM PDT

Email Proposals to: jed.crowther@portofarlington.com (one file in pdf format)

Contacts and Inquiries

Questions or comments regarding this RFP must be put in writing and emailed to jed.crowther@portofarlington.com no later than June 18, 2025 at 5:00 PM PDT. Please put "Condon Brownfields RFP – 2025-01" in subject line. Answers will be posted online in the same location as the RFP. Questions or comments received after 5:00 PM PDT June 18, 2025 will not be considered or answered.

1. Introduction

Sentry, an Oregon nonprofit corporation, has been awarded a FY24 U.S. Environmental Protection Agency (EPA) Cleanup Grant (Grant) and is initiating this Request for Proposal (RFP) to solicit proposals from licensed and qualified firms interested in supporting implementation services related to the Grant. The purpose of this project is to remediate the former Condon Grade School (Property) located at 220 South East Street, Condon, Oregon, 97823. It comprises approximately 3.16 acres in Gilliam County tax lots 04S21E10DB-01400 and 04S21E10DB-01500. According to the County, the Property is currently zoned as P (Public Facility). The school building is approximately 45,300 square feet in size and includes a covered and heated recreation area, referred to as the play shed. The Site has been vacant since the end of the 2021–2022 school year and in April 2023, the Property was deeded from the City to Sentry for the purpose of managing its cleanup and redevelopment.

HBM surveys were conducted at the Property in January and March 2022 and October 2023 by accredited building inspectors in general accordance with ASTM International Standard ASTM E1903-19 and summarized in a November 2023 Assessment of Brownfield Cleanup Alternatives report (see attached). The surveys identified asbestos-containing materials (ACM), lead-based paint (LBP), and other HBM (e.g., fixtures containing mercury or polychlorinated biphenyls [PCBs], such as thermostats and lights) in the buildings at the Property.

Due to the age of the building and the building's continual use as a school for just over 100 years, portions of the building are in poor condition, including finish materials that contain asbestos or lead (e.g., floor or ceiling tiles, exposed mastic, HVAC duct tape, cracked or chipping paint) and structural damages. Additionally, a 2022 structural survey confirmed that structural repairs and seismic upgrades will be required in the building for safe reuse or renovation.

2. Scope of Work

Port of Arlington Environmental Sentry Corp (Sentry) requests proposals to conduct professional services including environmental remediation at the Property in accordance with all applicable federal, state and local regulations including, but not limited to 2 CFR § Parts 200,1500, 40 CFR 33. Small, women, minority, and veteran-owned business enterprises (SWMBE) are invited to apply.

Based on prior environmental studies performed, a sufficient level of site characterization from environmental site assessments have been completed for remediation work to begin at the Property and Sentry anticipates work to begin this summer.

All anticipated and future work performed by the selected contractor will comply with EPA grant terms and conditions. Sentry prefers to award a contract to one full-service firm to serve as a partner in achieving the goals within its Grant's Cooperative Agreement and Workplan. The selected contractor will assume responsibility for all services offered in the proposal including services provided by subcontractors. Sentry will consider the selected contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges. The selected contractor will assist the Project in executing the workplan and removal of the materials identified in the HBM as well as necessary closeout activities and documentation required by state agencies and/or per the grant terms.

The selected contractor will be responsible for project activities, including, but not limited to:

- Coordinate all activities with Sentry.
- Serve as Qualified Environmental Professional (QEP) as defined in 40 CFR § 312.10.
- Create a site-specific Community Involvement Plan, as per EPA standards.
- Conduct environmental cleanup and follow all state and federal environmental regulations.
- Provide progress reports and results, as per EPA standards 2 CFR § 200.329.
- Perform community outreach to inform remediation activities and eventual redevelopment.
- Update an Analysis of Brownfield Cleanup Alternatives (ABCA) as per EPA standards.
- Develop a Quality Management Plan as defined in 2 CFR § 1500.12.
- Develop a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12.
- Establish an Administrative Record including ABCA, site investigation reports, cleanup plan, cleanup standards used, responses to public comment, and completed cleanup verification.

3. Proposal Form and Content

Proposals shall be prepared with clear, concise descriptions of proposer's abilities to satisfy stated requirements, with emphasis on completeness and clarity. The proposal must demonstrate relevant experience with environmental cleanup or adequate preparation and training to perform the tasks.

In addition, a Personal Services Contract and Cost Schedule shall be provided separately. Submissions shall not exceed 15 pages, not including resumes. Submissions shall be submitted electronically in pdf format and emailed to: Jed.Crowther@PortofArlington.com. Late submission will not be open or considered. Sentry will not be liable for any costs incurred by the applicant associated with the preparation of a proposal submitted in response to this RFP. All submissions shall become the sole and exclusive property of Sentry. Proposers shall not copyright, or cause to be copyrighted, any portion of their submission. Within the bounds of the Oregon public records law, Sentry will maintain the confidentiality of submissions at least until preliminary selection of a contractor. Any proprietary financial information or other information which Proposers submit will be maintained as confidential as allowed by Oregon public records law. Submissions or information the Proposer would like to remain confidential must be marked confidential.

Proposers must be appropriately registered and/or licensed to perform the work outlined in Oregon. The selected Proposer will be required to comply with all applicable state and federal laws, regulations, policies, guidelines and requirements.

All proposals become the property of Sentry and will not be returned.

Disadvantaged Business Enterprise (DBE) Goals: While DBE reporting is suspended, per 40 CFR 33, please state firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certifications must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as a part of the response. If subcontracted services were solicited as a part of the response, describe and document the firm's compliance with 40 CFR 33. Attach a completed US EPA Form 6100-3 and 6100-4, as applicable.

Additionally, the selected contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The selected contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Recipients are required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement as per 40 CFR 33.301.

Proposals shall include the following:

1. Cover Letter: All proposals must include a cover letter signed by a duly authorized official. The cover letter **MUST** contain the following statements and information:
 - a. "This proposal may be released in total as public information in accordance with the requirements of the laws covering the same."
 - b. "This proposal and cost schedule shall be valid and binding for SIXTY (60) days."
 - c. Name (and company name, if applicable), address, telephone number, and e-mail address of the individual or firm submitting the proposal and authorized by the firm.
 - d. Proposer's Federal and State Taxpayer Identification Number.
2. Experience and Capacity: A statement of interest and demonstrated understanding.
 - a. Organization:
 - i) Describe your organization, including date founded and ownership.
 - ii) Describe experience and/or preparation of firm to provide environmental services.
 - iii) Describe the firm's project management and reporting functions.
 - iv) Identify community outreach capabilities and resources.
 - b. Personnel & Projects:
 - i) Provide the name(s) of key personnel who would be directly involved in providing services to Sentry including resumés. Describe their relationship in the firm, the role they would play, their experience and years of service with the firm.
 - ii) Identify the primary contact person responsible to Sentry.
 - iii) Provide a description of current relevant project experience.
 - c. References: List at least three (3) references for whom similar work was performed, including the name of the organization, date work was performed, name of contact person responsible for the service you performed, address and telephone number.
 - d. Progress Reports: Describe Progress Reports you will provide and enclose examples.

- e. Proposed Approach: An outline for developing and completing the scope of work.
- f. Cost Schedule: Proposer's Cost Schedule shall be submitted together with the Proposal, but in one (1) separate attachment, submitted electronically. All costs are to be covered: 1) Project Management and Reporting; 2) Community Engagement; 3) Cleanup Planning; 4) Site Cleanup. Include proposed payment terms for services rendered.

All questions regarding this solicitation shall be directed to:

Port of Arlington Environmental Sentry Corp
 Jed Crowther, Executive Director
 100 Port Island Road / PO Box 279
 Arlington, OR 97812
 Phone: (541) 705-2004
 Email: Jed.Crowther@PortofArlington.com

Any costs incurred by the respondents in preparation of any information or material submitted in response to the RFP shall be borne solely by the respondents.

4. Evaluation Criteria, Selection Process and Timeline

Sentry will consider the completeness of the proposal and how well the proposal meets the needs of Sentry. Each proposal will be evaluated against the factors below:

CRITERIA	Points
Cover Letter	5%
Experience – Demonstrated experience in addressing contaminated properties	25%
Execution – Demonstrated experience in successfully completing tasks/projects, meeting timelines, scope and budget demands	20%
Collaboration – Demonstrated experience in effectively engaging with community members and federal and state agencies	10%
Capacity – Experience and capacity of project team/personnel	10%
Cost – Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services (2 CFR 200.404)	25%
References	5%
Submittal Score TOTALS	100%

The Executive Director and Business and Operations Manager will evaluate each proposal and report to the Sentry Board with a recommendation. The Board shall review and determine the final selection. Sentry reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals.

The tentative schedule for the selection process and performance of work is as follows:

- Proposal Due Date: July 7, 2025.
- Intent to Award: by August 15, 2025.
- Work completed no later than: September 30, 2026.

5. Contract

Sentry expects the successful Proposer to execute a Service Agreement for a contract period not to exceed eighteen (18) months; and enter into a contract within 14 days of being notified of an award. The contract will define the extent of services to be performed, methods, and compensation.

6. GENERAL REQUIREMENTS/INFORMATION

1. Certification of Compliance: By submitting a Proposal, proposers certify compliance with Oregon tax laws in accordance with ORS 305.385.

2. Proposal rejection, acceptance and waiver: Sentry reserves the right, in its sole discretion, to reject any or all Proposals for any reason. Sentry shall not be required to award or accept any Proposal and may, in its sole discretion, and at any time, choose to cancel the Request for Proposals. Sentry is not liable to any proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, proposal or award. Sentry reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material. Sentry may accept the Proposal as submitted or may negotiate modifications with one or more Proposers before making a final selection. Sentry has the right, in its sole discretion, to accept the proposal it considers most favorable to Sentry's interest and the right to waive minor irregularities in procedure. Sentry also reserves the right to waive any informality in connection with said proposal or postpone or cancel the award of contract. Sentry encourages small, minority, and/or women-owned businesses to submit qualifications.

3. Pre-offer conference: Sentry will not hold a pre-offer conference in connection with this solicitation.

4. Pre-qualification: Pre-qualification applications are not invited in connection with this solicitation.

5. Acknowledgements: By submitting a proposal to provide and perform services sought by Sentry, each firm:

- a) Represents and acknowledges the proposer has examined and is familiar with this RFP and all its specifications and requirements;
- b) Represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications;
- c) Acknowledges that neither Sentry nor any agent or representative of Sentry have made any representation or promise on which the proposer has relied regarding the services covered by this RFP, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.

Additional Requirements: The selected contractor must comply with all applicable federal regulations regarding equal employment opportunity (EEO), debarment and suspension (2 CFR 180), and conflict of interest (2 CFR 200.318) provisions. Additionally, the firm must ensure compliance with the EPA's debarment regulations and must not have any individuals or entities listed on the Excluded Parties List System (EPLS).

NON-PERFORMANCE

As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:

1. Sentry reduction or withholding payment under the resulting contract;
2. Sentry's right to require the awarded contractor to perform, at the awarded contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
3. Sentry's rights, which Sentry may assert individually or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

Sentry Questions

Sentry may require clarification on a Proposal. Any necessary clarifications or modifications which are in the best interest of Sentry may be made before Sentry determines which Proposer has submitted the most responsive and responsible proposal, and some or all of the clarifications or modifications may become part of a final contract.

Protests

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or term contained in the RFP. Potential Proposers may submit questions, protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the RFP contact by email only and no later than seven (7) calendar days prior to the Proposal submission deadline. Sentry will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or terms. Sentry will resolve all timely submitted protests in accordance with Sentry's policies. Sentry will address all timely submitted requests for change within a reasonable time following Sentry's receipt of the request, and once addressed will promptly issue a written decision on the request to the Proposer who submitted the request. Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection and the reason for the protest, per ORS 279B.410 to the RFP contact within seven (7) calendar days after the date of the selection notice. Sentry will not consider any protest submitted after this submission deadline. Sentry will consider and respond in writing to a protest in a timely manner. All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. Sentry shall not be liable for the Proposer's damages or costs for filing the protest, on any basis, express or implied.

Public Records

This RFP and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by Sentry and made a part of Sentry's records. Proposals shall be opened to public inspection in accordance with ORS 279B.060(6). If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.311 et seq., the Proposer must clearly designate the portions of its Proposal that the Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Sentry Attorney's application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for disclosure of that information.



WASTE CONNECTIONS
Connect with the Future®

City of Condon
128 S Main Street
Condon, Or. 97823

April 21, 2025

To: Mayor Hall and Council members

Dear Mayor Hall and Council members:

The Dalles Disposal would like to respectfully request a rate adjustment averaging approximately 2.08% to help offset rising operational costs. We request this adjustment to be effective July 1, 2025. Some examples of these increases include, but are not limited to, fuel, wages, health care, truck and equipment maintenance and repair.

We use the Federal Bureau of Labor Statistics CPI index for Portland/Salem to benchmark our changes in operational costs. This index is computed as of June 30 and December 31. The most recent June to June comparison increased 2.44 %, and we believe this is a good indicator of our overall experience. We have incorporated these increases into the attached proposed rate schedule.

Individual rates change by different percentages based upon the disposal weight component of each rate.

We would like to be scheduled on the council agenda at your earliest convenience to discuss our proposal. We appreciate the continued opportunity to provide the City of Condon with high quality solid waste service.

Sincerely,

Jim Winterbottom
District Manager



Waste Connections of Oregon, Inc.
dba The Dalles Disposal
Proposed City of Condon Rates
Effective July 1, 2025

SERVICE	CURRENT RATE	2.08% BUSINESS INCREASE	TOTAL INCREASE	NEW RATE
RESIDENTIAL & COMMERCIAL				
CANS/ROLLCARTS				
Weekly				
- (1) 32 gal can	\$21.16	\$0.44	\$0.44	\$21.60
- (2) 32 gal can	\$42.35	\$0.88	\$0.88	\$43.23
- 90 gal rollcart	\$51.18	\$1.06	\$1.06	\$52.24
- Each add'l can/cart added at price of 1st unit				
EOW				
- (1) 32 gal can	\$17.68	\$0.37	\$0.37	\$18.05
- 90 gal rollcart	\$31.72	\$0.66	\$0.66	\$32.38
Monthly				
- (1) 32 gal can	\$13.03	\$0.27	\$0.27	\$13.30
- 90 gal rollcart	\$26.45	\$0.55	\$0.55	\$27.00
Call In				
- (1) 32 gal can	\$13.03	\$0.27	\$0.27	\$13.30
- 90 gal rollcart	\$26.45	\$0.55	\$0.55	\$27.00
CONTAINERS				
1 Yd Containers				
- Call In	\$19.55	\$0.41	\$0.41	\$19.96
- EOW	\$35.35	\$0.73	\$0.73	\$36.08
- 1XPW	\$70.65	\$1.47	\$1.47	\$72.12
- Monthly	\$19.55	\$0.41	\$0.41	\$19.96
1 1/2 Yd Containers				
- Call In	\$24.75	\$0.51	\$0.51	\$25.26
- EOW	\$45.93	\$0.95	\$0.95	\$46.88
- 1XPW	\$88.37	\$1.83	\$1.83	\$90.20
- Monthly	\$24.75	\$0.51	\$0.51	\$25.26
2 Yd Containers				
- Call In	\$28.26	\$0.59	\$0.59	\$28.85
- EOW	\$56.50	\$1.17	\$1.17	\$57.67
- 1XPW	\$106.06	\$2.20	\$2.20	\$108.26
- Monthly	\$28.26	\$0.59	\$0.59	\$28.85
3 Yd Containers				
- Call In	\$49.50	\$1.03	\$1.03	\$50.53
- EOW	\$91.83	\$1.91	\$1.91	\$93.74
- 1XPW	\$176.69	\$3.67	\$3.67	\$180.36
- Monthly	\$49.50	\$1.03	\$1.03	\$50.53

Waste Connections of Oregon, Inc.
dba The Dalles Disposal
Proposed City of Condon Rates
Effective July 1, 2025

SERVICE	CURRENT RATE	2.08% BUSINESS INCREASE	TOTAL INCREASE	NEW RATE
SPECIAL CHARGES				
* The following additional charges are assessed to customers whose cans, rollcarts or containers pose a potential safety risk to our employees due to the difficult and unsafe location of their service containers.				
Additional Charges:				
- Extra can/bag/box	\$7.07	\$0.15	\$0.15	\$7.22
- Loose yardage per yd (Over-the-top extra around conts-cans-rollcarts or on the ground)	\$17.70	\$0.37	\$0.37	\$18.07
- Rollcart rental charge	\$3.28	\$0.07	\$0.07	\$3.35
- Rollcart delivery	\$13.62	\$0.28	\$0.28	\$13.90
- Container rental charge	\$8.90	\$0.18	\$0.18	\$9.08
- Container delivery	\$39.74	\$0.82	\$0.82	\$40.56
- Off road fee	\$1.47	\$0.03	\$0.03	\$1.50
- Gate/door fee	\$1.47	\$0.03	\$0.03	\$1.50
- Drive in (25 feet)	\$1.47	\$0.03	\$0.03	\$1.50
- Drive in (50 feet)	\$1.47	\$0.03	\$0.03	\$1.50
- Return trip can	\$9.35	\$0.19	\$0.19	\$9.54
- Return trip rollcart	\$12.37	\$0.26	\$0.26	\$12.63
- Special off route trip fee	\$29.09	\$0.60	\$0.60	\$29.69
- Delinquent fee (30 days from billin;	\$17.44	\$0.36	\$0.36	\$17.80
- NSF/dishonored check fee	\$40.44	\$0.84	\$0.84	\$41.28
- New acct set up fee	\$7.24	\$0.15	\$0.15	\$7.39
- Change in service (Name/address/service)	\$7.24	\$0.15	\$0.15	\$7.39
DROP BOXES				
- 20 yd haul	\$374.72	\$7.78	\$7.78	\$382.50
- 30 yd haul	\$561.24	\$11.65	\$11.65	\$572.89
- 40 yd haul	\$747.76	\$15.52	\$15.52	\$763.28
- 48 yd haul	\$897.28	\$18.62	\$18.62	\$915.90
- Delivery	\$122.00	\$2.53	\$2.53	\$124.53
- Relocate	\$122.00	\$2.53	\$2.53	\$124.53
- Fuel surcharge per trip	\$68.31	\$1.42	\$1.42	\$69.73
- Demurrage per day after 30 days	\$19.59	\$0.41	\$0.41	\$20.00

RESOLUTION No. 2025-04
RESOLUTION ADOPTING THE BUDGET

BE IT RESOLVED that the Board of Directors of the City of Condon
hereby adopts the budget for fiscal year 2025-26 in the total amount of \$10,361,000.*
This budget is now on file at **128 S. Main Street** in Condon, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning
July 1, 2025, for the following purposes:

General Fund

Organizational Unit or Program:	
Administration	278,200
Police	30,500
Fire	43,000
Golf	99,650
Parks	58,550
Swimming Pool	154,500
Parks & Recreation Dept.	0
Not Allocated to Organization uit or Program	
Transfers Out.....	611,000
Contingency.....	314,600
Total.....	\$1,590,000

Sewer Fund

Org. Unit/Program: _____	358,300
Special Payments.....	
Transfers Out.....	40,000
Contingency.....	135,700
Total.....	\$534,000

Equipment Reserve Fund

Org. Unit/Program: _____	855,000
Total.....	\$855,000

Sewer Reserve Fund

Org. Unit/Program: _____	452,000
Total.....	\$452,000

Transient Tax Fund

Org. Unit/Program: _____	56,500
Total.....	\$56,500

Water Equipment Fund

Org. Unit/Program: _____	147,500
Total.....	\$147,500

CGS Building/Facility

Org. Unit/Program: _____	1,417,000
Total.....	\$1,417,000

Debt Service Fund

Debt Service	78,000
Total.....	\$78,000

Memorial Hall Fund

Org. Unit/Program: _____	52,000
Total.....	\$52,000

State Street Fund

Org. Unit/Program: _____	692,000
Total.....	\$692,000

State Revenue Sharing Fund

Org. Unit/Program: _____	599,500
Total.....	\$599,500

Development Grant Fund

Org. Unit/Program: _____	1,488,000
Total.....	\$1,488,000

Water Fund

Org. Unit/Program: _____	368,950
Special Payments.....	
Transfers Out.....	20,000
Contingency.....	104,550
Total.....	\$493,500

Water Improvement Fund

Org. Unit/Program: _____	1,035,000
Total.....	\$1,035,000

Wastewater Improvement Fund

Org. Unit/Program: _____	690,000
Total.....	\$690,000

Wastewater Equipment Fund

Org. Unit/Program: _____	181,000
Total.....	\$181,000

Total APPROPRIATIONS, All Funds	\$10,361,000
Total Unappropriated and Reserve Amounts, All Funds	<u>0</u>
TOTAL ADOPTED BUDGET	\$10,361,000 *
<i>(*amounts with asterisks must match)</i>	

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2022-23:

- (1) In the amount of \$ _____ **OR** at the rate of \$ 7.282per \$1000 of assessed value for permanent rate tax;
- (2) In the amount of \$ _____ **OR** at the rate of \$ _____ per \$1000 of assessed value for local option tax; and
- (3) In the amount of \$26,100 for debt service on general obligation bonds;

RESOLUTION CATEGORIZING THE TAX

BE IT RESOLVED that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax.....\$ _____ **OR** \$ 7.282/\$1,000
Local Option Tax.....\$ _____ **OR** \$ _____ /\$1,000

Excluded from Limitation

General Obligation Bond Debt Service.....\$26,000

The above resolution statements were approved and declared adopted on June 4, 2025

X _____
Signature - Dustan Hall, Mayor

Attest: _____
Kathryn Greiner, City Admin

CITY OF CONDON RESOLUTION 2025-05

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

The City of Condon resolves as follows:

Section 1: Pursuant to ORS 221.770, the city hereby elects to receive state revenues for the fiscal year 2025-26

Passed by the Common Council the 4th day of June, 2025.

Approved by the Mayor this 4th day of June, 2025.

Dustan Hall, Mayor

Date

Kathryn Greiner, City Administrator

Date

I certify that a public hearing before the Budget Committee was held on April 21, 2025 and a public hearing before the City Council was held on June 4, 2025, giving the citizens an opportunity to comment on the use of State Revenue Sharing.

Kathryn Greiner, City Administrator

Date: _____

POSITION DESCRIPTION

Job Title: Park Attendant

Supervisor: PW Superintendent or PW Staff as Assigned

Department/Office: Parks & Recreation

Type: Part Time Seasonal

FLSA: Non-Exempt

GENERAL STATEMENT OF RESPONSIBILITIES

Responsible for maintenance and operation of park from approximately, April 1 to October 31; actual dates may vary. This position is limited to 600 hours year

SUPERVISION RECEIVED

Under the general supervision of the Public Works Superintendent.

SUPERVISION EXERCISED

Supervision of others is not a typical function of this position.

ESSENTIAL FUNCTIONS

1. Ensure that park grounds, sidewalks, playground are properly groomed, marked and safe for public use.
2. Maintain park equipment, such as, but not limited to, mowers, weed eaters and irrigation system.
3. Following appropriate safety requirements, apply pesticides and fertilizers to grounds.
4. Operate irrigation and fountain systems. Troubleshoot, repair leaks and reset times on irrigation and fountain systems.
5. Plan and order for annual plantings, equipment needs.
6. Maintain and repair bathroom facilities.
7. Operate a variety of hand and power tools commonly used in grounds maintenance work.
8. Operates truck and mowers.
9. Participate in scheduled safety classes.

NON-ESSENTIAL FUNCTIONS

1. Perform other duties assigned that support the overall objective of the Public Works Department.

COMPETENCIES

To perform the job successfully, an individual should demonstrate the below competencies.

1. Customer Services: Friendly and helpful attitude toward park visitors.
2. Organizational & Planning: Follow policies and procedures; completes tasks correctly and

- on time, prioritizes and plans work activities; uses time efficiently.
3. Quality: Monitors work to ensure quality.

KNOWLEDGE, SKILLS & ABILITIES

- Knowledge & Skills: General knowledge of landscape and grounds maintenance methods and techniques, including, but not limited to, lawn maintenance, weed and pest control and irrigation systems. Working knowledge of maintenance and repair of grounds, landscaping equipment and equipment operation of mower, edger & weed eater. Requires thorough knowledge of safety practices for tools, equipment, materials and chemicals used in the park.
- Abilities: Requires the ability to follow verbal and written instructions. Must be able to plan, organize and prioritize work in order to maintain the grounds and equipment. Meet the physical demands of the job.

PHYSICAL DEMANDS OF POSITION & WORKING CONDITIONS

The physical demands listed below represent those that must be met by an incumbent to successfully perform the essential functions of his job. Reasonable accommodations may be made to enable individuals with qualified disabilities to perform the essential functions of the job.

- Work in outdoors, sometimes in extreme weather conditions.
- Ability to stand, walk and manipulate (lift, carry & move) light to medium weights of up to 50 pounds on a frequent basis.
- Pushing, pulling guiding over 50 pounds on an occasional basis.
- Stoop, kneel and crouch on regular basis.
- Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate equipment and read technical and safety information.
- Work is performed outdoors where safety considerations may exist from physical labor, operating equipment and temperature and noise extremes.

MINIMUM QUALIFICATIONS/SPECIAL QUALIFICATIONS

- Oregon Class C Driver's license

Job description approved 6/4/2025

Signature: _____
Supervisors

POSITION DESCRIPTION

Job Title: Golf Course Attendant
Supervisor: PW Superintendent or PW Staff as Assigned
Department/Office: Parks & Recreation

Type: Part Time Seasonal
FLSA: Non Exempt

GENERAL STATEMENT OF RESPONSIBILITIES

Responsible for maintenance and operation of the golf course from approximately April 1 to October 31, the exact dates may vary. This position is limited to 600 hours a year.

SUPERVISION RECEIVED

Under the general supervision of the Public Works Superintendent.

SUPERVISION EXERCISED

Supervision of others is not a typical function of this position.

ESSENTIAL FUNCTIONS

1. Ensure that golf course grounds, are properly groomed, and marked safe for public use.
2. Maintain golf course equipment, such as, but not limited to, mowers, weed eaters and irrigation system.
3. Following appropriate safety requirements, apply pesticides and fertilizers to grounds.
4. Operate irrigation and well pump systems.
5. Troubleshoot, repair leaks and reset times on irrigation and pump systems.
6. Plan and order for annual plantings, equipment needs.
7. Maintain and repair bathroom facilities.
8. Operate a variety of hand and power tools commonly used in grounds maintenance work.
9. Participate in scheduled safety classes.

NON-ESSENTIAL FUNCTIONS

1. Perform other duties assigned that support the overall objective of the Public Works Department.

COMPETENCIE

To perform the job successfully, an individual should demonstrate the below competencies.

1. Customer Services: Friendly and helpful attitude toward golf course visitors.
2. Organizational & Planning: Follow policies and procedures; completes tasks correctly and on time, prioritizes and plans work activities; uses time efficiently.
3. Quality: Monitors work to ensure quality.

KNOWLEDGE, SKILLS & ABILITIES

- Knowledge & Skills: General knowledge of landscape and golf course ground maintenance methods and techniques. Including, but not limited to, lawn maintenance, weed and pest control and irrigation systems. Working knowledge of maintenance and repair of grounds and landscaping equipment and equipment operation of mower, tractor & weed eater. Requires thorough knowledge of safety practices for tools, equipment, materials and chemicals used at the golf course.

Abilities: Requires the ability to follow verbal and written instructions. Must be able to plan, organize and prioritize work in order to maintain the grounds and equipment. Meet the physical demands of the job.

PHYSICAL DEMANDS OF POSITION & WORKING CONDITIONS

The physical demands listed below represent those that must be met by an incumbent to successfully perform the essential functions of his job. Reasonable accommodations may be made to enable individuals with qualified disabilities to perform the essential functions of the job.

- Work outdoors, sometimes in extreme weather conditions.
- Ability to stand, walk and manipulate (lift, carry & move) light to medium weights of up to 50 pounds on a frequent basis.
- Pushing, pulling guiding over 50 pounds on an occasional basis.
- Stoop, kneel and crouch on regular basis
- Requires sufficient hand-eye coordination, hand and finger dexterity including ability to grasp, and visual acuity to operate equipment and read technical and safety information.
- Work is performed outdoors where safety considerations may exist from physical labor, operating equipment and temperature and noise extremes.

MINIMUM QUALIFICATIONS/SPECIAL QUALIFICATIONS

- Oregon Class C Driver's license

Job description approved 6/4/2025

Signature: _____ - Supervisor



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

**CITY OF CONDON
WORK SESSION AGENDA
FINANCE COMMITTEE
Thursday, May 22, 2025, 5:30 PM
CONDON CITY HALL**

1. CALL THE MEETING TO ORDER - Committee Members - Mayor Hall, Councilors Parm & Bass

Mayor Dustan Hall called the Finance Committee Meeting to order at 5:30 p.m.

Present: Mayor Dustan Hall; Councilors Hanna Bass & Dawn Parm; Staff - City Administrator Kathryn Greiner and Public Works Superintendent Kathryn Greiner

Absent: None

2. REVIEW GENERAL FEE SCHEDULE

2.1. Current General Fee Schedule

CA Greiner gave the committee a copy of the fee schedule with proposed changes on water, sewer, garbage, golf course clubhouse rental and staff charges.

On the water and sewer charge, CA Greiner proposed a 5% increase to the base rate, making in-town from \$30.30 to \$31.80, out-of-town from \$45 to \$47.25 and changing the deposit from \$75 on water and sewer to a total of \$175 to \$85 on water and sewer for a total of \$170. It was also recommended that the bulk water per 1,000 gallons increase from \$5 to \$6. It was also suggested that the "sewer reserve" monthly fee of \$1 be raised to \$1.50. The reserve is put in a separate account for future upgrades to the sewer plant/shop and currently has approximately \$320,000 and gains \$5,000 a year from this year. The connections to the city system for water and sewer are based on actual costs and those have not been determined at this time by the new meters. The discussion was that, since the base fees had not been raised since 2019 that these increases were within reason. Councilor Bass stated that the deposit increase is justified as, at the current rate, it would not cover a two-month delinquent account.

It was the consensus of the committee to recommend to the council the suggested water rate increases.

PW Wilkins said that Condon School District receives free water for their ball field up to 200,000 gallons a month. If they were charged for all water usage it would be approximately \$3,000 more a year. The consensus of the committee was that the increase of \$3,000 in the city's budget was not necessary at this time and to continue to give up to 200,000 gallons a month of free water for the irrigation of field. PW Wilkins also said that other towns have a fee for all meters if they are in use or not and this fee would add approximately \$21,000 a year to city revenue. A brief discussion was held regarding instituting this fee, but no recommendation was made.

Consensus of the committee was to adjust two of the transfer station fees for a grocery bag from \$.50 to \$1 and a 30-gallon bag from \$2.50 to \$3. CA Greiner stated that the revenue from the transfer station cover the cost of staff at that facility and recycle depot.

The Commission discussed golf fees and will have the Park & Recreation Committee, which is meeting in two weeks, to weigh in on any changes, but recommended that the green fees be a fee of \$15 instead of the current \$10 for 9 holes and \$15 for all day. With the construction of the new clubhouse, rental rates were recommended to be \$50 if you pay to close the course, or \$150 for a one-day rental. It was the consensus of the committee to approve these recommendations along with the input of the Park and Recreation Committee.

Consensus of the committee to approve the increase in staff time for secretarial/clerical from \$20 to \$40 and an hour and professional/technical from \$50 to \$75 an hour.

3. REVIEW 2025-26 EMPLOYEE COMPENSATION



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

Committee members were presented with lifeguard salary schedule that was approved last year that increases the base rate by \$.50 each year. The base rate remains well above minimum wage and has step increases for 8 years.

Committee members were given two scenarios of salary schedules with 3.5% and 5% increases for staff. CA Greiner stated that even though the city has made efforts to get staff salaries up to account for certifications, if current staff leave it would be a challenge to find employees at the current rate of pay. She also said that in the past the staff took increases in insurance to offset wage increases and suggested taking the cap down from \$2,500 a month to \$2,200. This may only affect employees with families, but the insurance company is offering two plans this year with one being less expensive with similar benefits.

It was the consensus of the committee to recommend 5% raises and lower the insurance cap to \$2,200 per month from \$2,500.

CA Greiner also stated that the council will have two position descriptions at their next meeting to make the park & golf positions part-time seasonal and maintain the one full-time seasonal at the golf course. This is due to not needing full-time work at the park after the initial maintenance is completed in April.

3.1. Proposed Salary Schedules

4. OTHER

CA Greiner noted that the city remains in strong financial position, but that the SIP funds from the county will end in the next two years. Mayor Hall asked if the city would maintain three public work employees if any retire in the future. PW Wilkins stated that it has worked well with three, allowing construction work to continue if one employee has to attend to other public works duties.

5. ADJOURN

Mayor Hall adjourned the Finance Committee work session at 6:32 p.m.

City of Condon
Salary Negotiations 2025
5%

<u>Employee</u>	<u>Position</u>	<u>FTE</u>	<u>2024-25</u>	<u>2025</u>	<u>2025-26</u>	<u>2026</u>	<u>2026-27</u>
Kathryn Greiner	Administrator	1	\$ 81,000.00	4,050.00	85,050.00	4,252.50	\$ 89,302.50
Gibb Wilkins	PW	1	\$ 70,000.00	3,500.00	73,500.00	3,675.00	\$ 77,175.00
Aaron Fitzsimmons	PW	1	\$ 70,000.00	3,500.00	73,500.00	3,675.00	\$ 77,175.00
Jake Cooper	PW	1	\$ 50,000.00	2,500.00	52,500.00	2,625.00	\$ 55,125.00
Rick Shafer	Park/Golf	0.58	\$ 24.00	1.20	25.20	1.26	\$ 26.46
Jim Gavin	Park/Golf		\$ 22.00	1.10	23.10	1.16	\$ 24.26
Jessica Isley	Utility Billing Clerk	0.8	\$ 27.00	1.35	28.35	1.42	\$ 29.77
Jim Heidy	Transfer Station	0.12	\$ 20.00	1.00	21.00	1.05	\$ 22.05
Sandra Myers	Recycle Depot	0.12	\$ 25.50	1.28	26.78	1.34	\$ 28.11
Shelli Johnson	Pool Manager	0.3	\$ 11,500.00	575.00	12,075.00	603.75	\$ 12,678.75

Substitutes for transfer station & recycle depot are \$20/hr



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

NOTICE OF INTENT TO AWARD

Date of Notice: June 4, 2025

Request for Proposals: **City of Condon Church Street and Oregon Street Improvements - 2025**
Issued by the City of Condon, Oregon

The City of Condon has completed its evaluation process of requests in response to Request for Proposals: **City of Condon Church Street and Oregon Street Improvements - 2025**. Subject to successful negotiations, building contract will be awarded to the following Respondent:

Crestline Construction
3600 Crates Way #100
The Dalles, OR 97058

Any protest of this Notice of Intent to Award must be filed with the City of Condon, 128 South Main Street, Condon, Oregon on or before seven calendar days from the date of this Notice. Protests must be in writing stating the basis of the protest in detail as provided by Oregon Law and be physically received at the above address on or before said date.

If no protest is filed on or prior to said date, the City of Condon will thereafter award the above described agreements to the Respondent named above by issuance of a Notice of Award of Agreements to said Respondent.

Dated this 4th day of June 2025

By _____

Dustan Hall, Mayor

Attest: _____

Kathryn Greiner City Administrator

RECEIVED

City of Condon
Bid Tabulation

MAY 29 2025

ODOT – SCA Oregon & Church Street Improvements & Paving
Bid Opening – Thursday, May 29, 2025, 2 p.m.

CITY OF CONDON

Bidder	Total Bid Price		
Granite Construction Company	399302		
Humbert Asphalt, Inc	267462.50		
James Dean Construction, Inc	355525		
Crestline Construction	219850		
Silver Creek Contracting LLC	284771		
Polen Construction LLC	313205.75		

INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES

This Intergovernmental Agreement for Fire Services (this "Agreement") is dated October 6, 2021, but made effective for all purposes as of January 1, 2022 (the "Effective Date"), and is entered into between Gilliam County ("County"), a political subdivision of the State of Oregon, North Gilliam County Rural Fire Protection District ("NGRFPD"), an Oregon special district, South Gilliam County Rural Fire Protection District ("SGRFPD"), an Oregon special district, City of Arlington ("Arlington"), an Oregon municipal corporation, and City of Condon ("Condon"), an Oregon municipal corporation.

RECITALS:

A. The Parties entered into a certain Memorandum of Agreement dated May 9, 2001 (the "Original Agreement") pursuant to which the Parties formed the "Gilliam County Fire Services Board." The board was formed to facilitate the recruitment, selection, and supervision of a fire services Operations Chief.

B. The Parties find that continued provision of fire coordination services necessitates the establishment of an intergovernmental entity under ORS chapter 190. This intergovernmental entity will be a legal entity separate and distinct from the Parties. The intergovernmental entity will be responsible for the recruitment, selection, and supervision of the fire services Operations Chief and fire service coordination.

C. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties' respective obligations under this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Gilliam County Fire Services Agency.

2.1 Formation; Responsibility. The Parties hereby create the Gilliam County Fire Services Agency ("Agency"), an intergovernmental entity created pursuant to ORS chapter 190. Agency will have responsibility and authority to (a) coordinate the provision of emergency fire services to Gilliam County citizens (including functions related thereto), and (b) subject to the terms of this Agreement and/or ORS chapter 190, perform such other responsibilities as may be assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Agency will have the following general powers: (y) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of Agency and/or this Agreement; and (z) perform and exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to perform (or cause to be performed) the Services.

2.2 Purpose. Agency's purposes include, without limitation, the following: (a) review, evaluate, and address fire service delivery challenges in a cost-effective manner by providing technical assistance to Gilliam County citizens and each Fire District; (b) assist and support each Fire District's provision

of fire emergency services to Gilliam County citizens; (c) recruit, select, and employ the Operations Chief; (d) provide a forum for communication and consultation among the Parties; and (e) carry out such other responsibilities and functions as determined necessary or appropriate by the Board.

2.3 Party Responsibilities. In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that each Party's Board member provide the Party's respective governing body with regular updates regarding the Agency's activities and the Services, and (b) host any required Board and/or community meetings from time to time.

3. Board of Directors.

3.1 Membership. Agency will be governed by a board of directors consisting of five members (the "Board"). The governing body of each Party will appoint one of its elected officials to serve as a Board member. The appointed member will represent his or her appointing Party. If a vacancy occurs on the Board, the vacancy will be filled by the governing body of the Party that appointed the departed Board member. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a one-year term; provided, however, no member will serve more than one year as chairperson in any four-year period. The chairperson will preside at all meetings of the Board and perform such other duties prescribed by the Board from time to time.

3.2 Meetings. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum is necessary to decide any question before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws. Regular meetings of the Board will be held no less than twice per fiscal year on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

3.3 Authority. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including, without limitation, the following:

3.3.1 The Board will have the general authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Agency's operations; (b) review and approve Agency's budget pursuant to applicable Law, including, without limitation, ORS 294.900 – ORS 294.930 (to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance relative to the implementation of Agency's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Agency's purposes, this Agreement, and/or as provided in ORS chapter 190.

3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board will (a) assist in the recruitment and selection of the Operations Chief; (b) establish a job description, salary, and budget for the Operations Chief; (c) receive and review reports from the Operations Chief concerning the provision of fire services in Gilliam County; and (d) prepare and provide each Party with a monthly financial report consisting of an accounting of Agency funds. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to perform the following: (x) commit the taxing

authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds in excess of (or inconsistent with) the Budget.

4. Operations Chief; Fire Services.

4.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, Agency will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Agency's operations and its affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Agency will provide and/or perform the following: (a) employ and terminate the Operations Chief subject to and in accordance with Agency's policies and procedures; (b) enter into contracts subject to and in accordance with this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

4.2 Operations Chief.

4.2.1 Agency will employ the Operations Chief. Agency will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Agency's employment of the Operations Chief, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all to the extent applicable).

4.2.2 The Operations Chief will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Operations Chief will perform those fire Operations Chief services set forth in the attached Schedule 4.2.2 (the "Services"). The Operations Chief will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Operations Chief's ability in accordance with this Agreement and the Operations Chief's letter of employment with Agency.

4.2.3 Subject to the terms and conditions contained in this Agreement, Agency is responsible for all personnel matters concerning the Operations Chief, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Operations Chief will not be entitled to any wages and/or benefits which accrue to employees of the Parties, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. Agency employees (including, without limitation, the Operations Chief) are not employees of the Parties.

4.3 Equipment. Agency's initial office space(s), equipment, and furnishings are located at the offices of each Fire District (in Condon and Arlington) and generally consist of office equipment and furniture.

5. Budget; Contributions; Accounting.

5.1 Operating Budget. In accordance with and subject to the Laws, including, without

limitation, applicable Oregon Local Budget Law provisions, Agency may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, and/or equipment as may be necessary or appropriate to carry out the purposes of Agency and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Operations Chief will prepare, develop, and recommend Agency's annual operating budget (the "Budget") for the Board's review and approval. Agency will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget in May or June each year. The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.

5.2 Contributions. Subject to the terms and conditions contained in this Agreement, Agency's activities, including, without limitation, employment of the Operations Chief, will be funded through the cost sharing formula/parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as Schedule 5.2 (the "Contribution Schedule"). The Contribution Schedule will be reviewed by the Board no less than annually and will be based on the then-applicable Budget. The Parties may increase or decrease the total Contribution amount from time to time if and when the Board determines necessary or appropriate. Any increase in the total Contribution amount will be proportionally borne by all Parties consistent with the Contribution percentages identified in the Contribution Schedule.

5.3 Payment; Agency Funds. Each Party will timely pay its Contribution amount based on the then-applicable Contribution Schedule. In September each year, Agency will invoice each Party for the Party's Contribution amount. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of the invoice. Agency will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Agency activities. Funds contributed in accordance with Section 5.2 will be maintained in Agency accounts. Agency funds will not be commingled with any Party funds (and will be maintained in accounts separate from any Party accounts).

5.4 Accounting. In September each year, Agency will complete an accounting of Agency expenditures during the immediately preceding fiscal year. If Agency's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Agency's expenditures during the immediately preceding fiscal year, each Party will pay the unpaid balance (on a proportionate basis consistent with the Party's percentage identified in the Contribution Schedule) within thirty (30) days after the Party's receipt of notice from Agency.

6. Insurance; Indemnification; Relationship.

6.1 Agency Insurance. Agency will obtain and maintain adequate insurance to cover Agency's operations. Without otherwise limiting the generality of the immediately preceding sentence, Agency will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Agency's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance Agency is required to carry under this Agreement so that Agency's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300).

6.2 Agency Indemnification. To the fullest extent permitted under applicable law, Agency will defend, indemnify, and hold the Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Agency's operations.

6.3 Party Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold Agency and the other Parties (and their respective Representatives) harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Each Party will retain all immunities and privileges granted by the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300) and all other statutory rights granted because of the Party's status as a public body or agency.

6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Party or represent to any person that a Party is an agent of the other Party. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Agency (or the Board) will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's appointed Board member.

7. Term; Termination.

7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2025 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2023 and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement by the Parties' written agreement.

7.2 Voluntary Withdrawal by a Party. Any Party may elect to terminate its participation in this Agreement (and the Agency) by providing six months' prior written notice to the chairperson, each member of the Board, and the governing body of each Party. Withdrawal will be effective at 11:59 PM of the June 30 that is no less than six months after the date of such notice. The withdrawing Party will continue to pay its share of, and/or be responsible for, its Contribution amounts and will defend, indemnify, and hold Agency and the remaining Parties harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing Party and/or accruing prior to the effective date of the withdrawing Party's withdrawal. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

7.3 Dissolution.

7.3.1 If all then-parties to this Agreement agree to terminate this Agreement and dissolve Agency, the dissolution motion will provide an estimated timeline for the dissolution and will name two Board members (the “Dissolution Manager(s)”) responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Agency. These dissolution steps may include, without limitation, the following:

7.3.1.1 Providing written notice of Agency’s dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.

7.3.1.2 Notification of Agency’s dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.

7.3.1.3 Preparation of a budget document accounting for all Agency funds, revenues, assets, and liabilities.

7.3.1.4 Payment of all Agency debts and other financial responsibilities, including a final accounting of all debts and resources.

7.3.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.4.

7.4 Liquidation. Upon Agency’s dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable law, (a) Agency’s cash, if any, will be distributed to each Party in proportion to each Party’s Contribution percentage, (b) all remaining Agency assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale of Agency’s facilities and equipment, and (c) Agency personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

8. Miscellaneous.

8.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party’s rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, including, without limitation, ORS chapter 190, the Board may authorize a new party to join Agency only if approved by the unanimous vote of the Board. The addition of an additional party may be accomplished by the new party taking the actions necessary under ORS chapter 190 and signing a copy of this Agreement, as amended, after approval of the additional member by the Board.

8.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in Appendix A (or any other address that a

Party may designate by notice to the other parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Original Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

8.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Gilliam County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Gilliam County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

8.5 Legal Representation; Original Agreement. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been employed by County to prepare this Agreement. Law Firm represents only County in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The Original Agreement is terminated and deemed null and void and of no further force and effect as of the Effective Date; provided, however, the Parties are not released from (and remain obligated for) any liabilities and/or obligations that have arisen out of or under the Original Agreement prior to the Effective Date. This Agreement will not be construed as an actual or implied waiver and/or release of any Party's obligations and/or liabilities arising out of or under the Original Agreement.

8.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm,

association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CONDON:

City of Condon,
an Oregon municipal corporation

By: _____
Its: _____

Dated: _____

ARLINGTON:

City of Arlington,
an Oregon municipal corporation

By: _____
Its: _____

Dated: _____

SGRFPD:

South Gilliam County Rural Fire Protection District,
an Oregon special district

By: _____
Its: _____

Dated: _____

NGRFPD:

North Gilliam County Rural Fire Protection District,
an Oregon special district

By: _____
Its: _____

Dated: _____

COUNTY:

County of Gilliam,
a political subdivision of the State of Oregon

By: Chris Patnode, Gilliam County Judge

Dated: _____

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Agency” has the meaning assigned to such term in Section 2.1.

“Arlington” means City of Arlington, an Oregon municipal corporation, whose address is PO Box 68, Arlington, Oregon 97812.

“Board” has the meaning assigned to such term in Section 3.1.

“Budget” has the meaning assigned to such term in Section 5.1.

“Condon” means City of Condon, an Oregon municipal corporation, whose address is PO Box 445, Condon, Oregon 97823.

“Contribution” has the meaning assigned to such term in Section 5.2.

“Contribution Schedule” has the meaning assigned to such term in Section 5.2.

“Operations Chief” means the Agency employed Gilliam County Fire Services Operations Chief.

“County” means Gilliam County, a political subdivision of the State of Oregon, whose address is PO Box 427, Condon, Oregon 97823.

“Dissolution Manager(s)” has the meaning assigned to such term in Section 7.3.1.

“Effective Date” has the meaning assigned to such term in the preamble.

“Fire District(s)” means NGRFPD and SGRFPD, individually and collectively.

“Initial Term” has the meaning assigned to such term in Section 7.1.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement and/or Agency, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 8.5.

“NGRFPD” means North Gilliam County Rural Fire Protection District, an Oregon special district, whose address is PO Box 476, Arlington, Oregon 97812.

“Original Agreement” has the meaning assigned to such term in Recital A.

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

“Services” has the meaning assigned to such term in Section 4.2.2.

“SGRFPD” means South Gilliam County Rural Fire Protection District, an Oregon special district, whose address is PO Box 623, Condon, Oregon 97823.

Schedule 4.2.2
Fire Operations Chief Services

Subject to the terms and conditions contained in this Agreement, the Operations Chief will provide the following fire coordination services:

1. Plan, organize, and coordinate the provision of emergency fire services to Gilliam County citizens (including functions related thereto). This planning, organizing, and coordination duties and responsibilities include, without limitation, (a) reviewing and evaluating fire service delivery challenges and identifying cost effective solutions to such challenges, and (b) providing technical assistance to each Fire District and otherwise assisting and supporting each Fire District's provision of fire emergency services.
2. Ensure coordination and communication between all emergency service providers in Gilliam County, including the Oregon State Police, Gilliam County Sheriff's Office, Fire Districts, and ambulance services. Attend 911 committee and other Agency relevant meetings.
3. Assist the Gilliam County Emergency Manager with the development and implementation of an annual mitigation, preparedness response, and recovery work plan program.
4. Prepare an annual budget for emergency services. Maintain records and inventory of volunteer rosters and training history.
5. Assist in the recruitment and retention of volunteers for emergency services. Assist in development of additional resources for emergency services.
6. Represent each Fire District at regional and state levels when in the interest of emergency service providers in Gilliam County. Provide administrative services to the Fire Districts, which administrative services may include reporting, billing, budget, damage assessment, public relations, intergovernmental relations, and planning. Oversee operation of rescue vehicles, including billing for services, staffing, maintenance, and repairs.
7. All other duties and responsibilities assigned by the Board from time to time.

Schedule 5.2
Contribution Schedule

Unless and until modified in accordance with this Agreement, each Party will make the contribution amount set forth below:

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total Contribution</u>
Gilliam County	\$60,000.00	69%
NGRFPD	\$5,500.00	6.5%
SGRFPD	\$5,500.00	6.5%
Arlington	\$8,000.00	9%
Condon	<u>\$8,000.00</u>	<u>9%</u>
Total Contribution	\$87,000.00	100%

New Contribution Schedule as of FY 23/24

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total Contribution</u>
Gilliam County	\$80,730.00	69%
NGRFPD	\$7605.00	6.5%
SGRFPD	\$7605.00	6.5%
Arlington	\$10,530.00	9%
Condon	<u>\$10,530.00</u>	<u>9%</u>
Total Contribution	\$117,000.00	100%

HOUSING INFRASTRUCTURE SUPPORT FUND
GRANT CONTRACT

Project Name: Fairway Housing Subdivision

Contract Number: HIP2504

This Grant contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and City of Condon ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any exhibits
Exhibit A General Definitions
Exhibit B Project Description
Exhibit C Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$100,000.

"Grant Amount" means \$100,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means June 30, 2025, unless extended by an amendment of the Parties, and for which OBDD shall not unreasonably withhold approval of such an amendment. Such an amendment extension shall be conditioned upon appropriation and expenditure authority carry-over extension of the Financing Proceeds by the Oregon Legislative Assembly.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

SECTION 3 - DISBURSEMENTS

A. Disbursements.

- (1) Upon execution of this Contract and satisfaction of any conditions precedent, OBDD shall disburse an initial disbursement of \$20,000 to Recipient.
- (2) The remaining \$80,000 will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

- (3) Except for the final disbursement, each Disbursement Request must seek reimbursement for a minimum of \$10,000.
- (4) Recipient may not submit more than one Disbursement Request per calendar month.
- B. Advanced Payment. Notwithstanding, Section 3A, the Financing Proceeds of any remaining Grant Amount may, in OBDD's sole discretion, be disbursed to Recipient as an advanced payment if OBDD determines it has not received timely appropriation and expenditure authority carry-over extension of the Financing Proceeds by the Oregon Legislative Assembly.
- C. Financing Availability. OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient within 60 days of Recipient's receipt of this Contract document.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement. (Recipient acknowledges OBDD's appropriation and expenditure authority for this Grant presently expires on June 30, 2025; OBDD will seek a carry-over extension in the 2025 Oregon Legislative Session.)
 - (4) OBDD (a) has received a completed Disbursement Request on or before the Project Completion Deadline, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Grant (and any interest earned by Recipient on the Grant) only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with the Act, and Oregon law as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, that is not used according to this Contract or that remain unexpended after the earlier of the Project Completion Deadline, the date the Project is completed or the date that this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD in writing. Recipient shall use the Grant only for the activities and budget described in Exhibit B.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) Recipient is a municipality under the Act and is validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract executed and delivered by Recipient has been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any

governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (1) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (2) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (3) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (4) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project, and the operation of the facilities or infrastructure of which the project is a component. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) Oregon Tax Laws, (as defined in Section 6.G);
 - (2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- C. Project Obligations. Recipient shall:
- (1) Complete the Project according to the Project Description in Exhibit B and the Project Budget in Exhibit C, unless otherwise allowed in writing in advance by OBDD.
 - (2) Provide a final financial status and performance report to OBDD at completion of the Project, due no later than the Project Closeout Deadline. The final report must include totals of all Project expenditures and provide a description of outcomes achieved by the Project. The

Report must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.

- (3) Complete the Project, including any cost overruns, using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (4) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- D. Financial Records. Recipient shall keep accurate books and records for the use of the Grant, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- E. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. For a period of not less than three years following Project Close-Out Deadline, OBDD may require Recipient, at its own expense and within the time specified by OBDD, specific data on the benefits of the Project, including but not limited to information on number of children served as a result of the project, and other information necessary to evaluate the success and economic impact of the project submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses, and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- N. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- O. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. (1) Contributory Liability and Contractor Indemnification—Tort Claims.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Contractor Tort Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 7.P.(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys’ fees incurred (collectively, “Non-Tort Claims”), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, , including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by any federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as

legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

- Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) Recipient takes any action for the purpose of effecting any of the above.
- C. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 – REMEDIES; TERMINATION

A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
- (2) Barring Recipient from receiving future awards.
- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
- (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- (5) Terminating the Contract.

If, as a result of Recipient's default, OBDD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, such amount is due and payable upon demand. OBDD may deduct the amount demanded from any payment due from OBDD or any other agency of the State of Oregon to Recipient, including but not limited to, any payment to Recipient from OBDD under this Contract and any payment to Recipient from OBDD under any other contract or agreement, present or future, between OBDD or any other agency of the State of Oregon and Recipient.

B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Financing Proceeds owed; and last, to pay any other amounts due and payable under this Contract.

C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of Financing Proceeds for Costs of the Project, not to exceed the Grant Amount, less any claims OBDD has against Recipient.

E. Mutual Termination. This Contract may be terminated by mutual consent of both parties.

F. Termination by OBDD. In addition to the remedies available in Section 9.A., OBDD may terminate this Contract upon written notice to Recipient under any of the following occurrences:

- (1) OBDD fails to receive sufficient appropriations or other expenditure authorizations to allow OBDD, in the reasonable exercise of its administrative discretion, to continue making payments under this Contract.
- (2) There are not sufficient funds in the Housing Infrastructure Support Fund, as determined by OBDD in the reasonable exercise of its administrative discretion, to permit OBDD to continue making payments under this Contract, or

- (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Contract is no longer eligible for funding.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City Administrator
City of Condon
PO Box 445
128 S Main Street
Condon, OR 97823-0445

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers.
- (1) This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
 - (2) Notwithstanding Section 10G.(1) above, the Parties agree that OBDD may extend the Project Completion Deadline by sending a written notice of amendment to Recipient ("Letter Amendment"), and Recipient will not be required to provide written consent to effect the amendment. OBDD may execute such a Letter Amendment only after an appropriation and expenditure authority carry-over extension of the Financing Proceeds by the Oregon Legislative Assembly.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent

by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF CONDON

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
Kathryn Greiner, City Administrator

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means Oregon Laws 2024, Chapter 110, Sections 12-14 (aka SB 1537 (2024)), as amended.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will contract with qualified professionals licensed in Oregon to complete surveying, engineering and planning for the Fairway Housing Subdivision.

All Project activities must:

1. be consistent with the Act;
2. necessary to complete the Project;
3. directly provide capacity and support for the planning and financing of infrastructure for water, sewers and sanitation, stormwater, or transportation to produce housing units at densities not less than:
 - A. Seventeen dwelling units per net residential acre if sited within the Metro urban growth boundary,
 - B. Ten units per net residential acre if sited in a city with a population of 30,000 or greater,
 - C. Six units per net residential acre if sited in a city with a population of 2,500 or greater and less than 30,000, or
 - D. Five units per net residential acre if sited in a city with a population less than 2,500.

Capacity and support include assistance with local financing opportunities; state and federal grant navigation, writing, review and administration; resource sharing; regional collaboration support and technical support, including engineering and design assistance.

Financing Proceeds may not be used for any of the following:

1. Administrative costs;
2. Supplanting already budgeted positions;
3. Pre-award costs;
4. Debt service; or
5. Lobbying activities.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Surveying	\$35,000	\$0
Design & Engineering	\$50,000	\$0
Planning	\$15,000	\$0
Total	\$100,000	\$0

INTERGOVERNMENTAL AGREEMENT

BETWEEN: **Lane Council of Governments (LCOG)**, an organization of governments within Lane County, Oregon

AND: **CITY OF CONDON (CITY)**, a unit of local government of the State of Oregon

EFFECTIVE DATE: **JULY 1, 2025**

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. CITY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until **completion of the delivery of services described** or until earlier terminated pursuant to Paragraph 4 of this agreement.
- 2. **Services to be Provided.** LCOG agrees to provide services to CITY as outlined in Attachment A, Work Program.
- 3. **Compensation.** CITY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed.
- 4. **Termination.** Upon thirty days' prior written notice delivered to the person designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
- 5. **Amendments.** This agreement may be modified or extended by a written amendment signed by both parties.
- 6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Michael Wisth
859 Willamette St., Suite 500
Eugene, OR 97401-2910
Ph: 541-682-4007

For CITY OF CONDON
Kathryn Greiner, City Administrator
128 S. Main St.
Condon, OR 97823
Ph: 541-384-2711

- 7. **Records/Inspection.** CITY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
- 8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or

damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

- 9. Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may, by mutual written agreement, submit the dispute to arbitration, using such arbitration process as they may choose at the time, and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

- 10. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers or is an employer that is exempt under ORS 656.126.
- 11. Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the CITY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the CITY's approval of a subcontractor, LCOG shall remain obligated for the full performance of this agreement and CITY shall incur no obligation to any sub-contractor.
- 12. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
- 13. Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.
- 14. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
- 15. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
- 16. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

DocuSigned by:

 By: _____
 13BB1805788E479
 Brendalee S. Moore, Executive Director

Date: 5/14/2025

CITY OF CONDON:

By: _____
 (Kathryn Greiner, City Administrator)

Date: _____

ATTACHMENT A WORK PROGRAM

On request of CITY, LCOG shall provide the following services:

Project Purpose:

• To recruit a qualified, visionary City Administrator for Condon, Oregon, who will effectively lead city operations, drive strategic goals, and support sustainable growth for the community's benefit.

Tentative Project Timeline

Start Date: July 1, 2025 (subject to refinement as we move forward)

Phase I: Preparation & Development – July

- Confirm project parameters (e.g., comparator agencies, scope, outreach strategy)
- Kick-off meeting with City staff

Phase II: Advertising & Solicitation – August

- Finalize and post recruitment materials
- Launch outreach

Phase III: Applicant Screening – September to Early October

- Screen applicants, coordinate interviews, and support panel facilitation

Phase IV: Offer Process – Late October

- Facilitate finalist offer and candidate communications

Final Reporting – November

- Submit final recruitment summary and documentation
- Goal: New hire in place by mid-November 2025 to mid-December 2025

City of Condon, Gilliam County, Oregon

Ordinance No. XX Floodplain Management Regulations

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1. STATUTORY AUTHORITY, FINDINGS OF FACT, PURPOSE, & METHODS

1.01 STATUTORY AUTHORIZATION

The State of Oregon has in ORS 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Condon does ordain as follows:

1.02 FINDINGS OF FACT

- A) The flood hazard areas of the City of Condon are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B) These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

1.03 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A) Protect human life and health;
- B) Minimize expenditure of public money for costly flood control projects;
- C) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D) Minimize prolonged business interruptions;
- E) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
- G) Notify potential buyers that the property is in a special flood hazard area;
- H) Notify those who occupy special flood hazard areas that they assume responsibility for their actions;
- I) Participate in and maintain eligibility for flood insurance and disaster relief.

1.04 METHODS OF REDUCING FLOOD LOSSES

To accomplish its purposes, this ordinance includes methods and provisions for:

- A) Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B) Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D) Controlling filling, grading, dredging, and other development which may increase flood damage;
- E) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

2. GENERAL PROVISIONS

2.01 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of the City of Condon.

2.02 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "Flood Insurance Study (FIS) for City of Condon, Oregon Gilliam County" dated XX, XX, XX with accompanying Flood Insurance Rate Map (FIRM) PANEL 4100720005B dated September 24, 1984 are hereby adopted by reference and declared to be a part of this ordinance. The FIRM panel is on file at City Administrator's Office, City Hall, Condon, Oregon.

Commented [JC1]: There is no listed FIR for gilliam county on FEMA web portal, or that I could find online. Need exact title and publication date.

2.03 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in ORS 455 that the City of Condon administers and enforces the State of Oregon Specialty Codes, the City of Condon does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

2.04 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

- A) **COMPLIANCE.** All development within special flood hazard areas is subject to the terms of this ordinance and required to comply with its provisions and all other applicable regulations.
- B) **PENALTIES FOR NONCOMPLIANCE.** No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor with a potential fine of \$100 a day to a maximum of \$10,000 for any person found guilty of violating this Ordinance. Nothing contained herein shall prevent the City of Condon from taking such other lawful action as is necessary to prevent or remedy any violation.

2.05 ABROGATION AND SEVERABILITY

- A) ABROGATION. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- B) SEVERABILITY. This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

2.06 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A) Considered as minimum requirements;
- B) Liberally construed in favor of the governing body; and
- C) Deemed neither to limit nor repeal any other powers granted under state statutes.

2.07 WARNING AND DISCLAIMER OF LIABILITY

- A) WARNING. The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.
- B) DISCLAIMER OF LIABILITY. This ordinance shall not create liability on the part of the City of Condon, any officer or employee or consultant thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

3. ADMINISTRATION**3.01 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR**

The City of Condon's City Administrator and their designee are hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

3.02 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:

- A) PERMIT REVIEW
- 1) Review all development permits to determine that:
 - 2) The permit requirements of this ordinance have been satisfied;
 - 3) All other required local, state, and federal permits have been obtained and approved.

- 4) Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section 4.02 FLOODWAYS are met; and
 - 5) Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of sections 4.01 USE OF OTHER BASE FLOOD DATA; and
 - 6) Provide to building officials the Base Flood Elevation (BFE) plus one foot above the Base Flood Elevation (BFE) applicable to any building requiring a development permit.
 - 7) Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section 5.
 - 8) Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section 4.01 ALTERATION OF WATERCOURSES.
 - 9) Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.
- B) INFORMATION TO BE OBTAINED AND MAINTAINED. The following information shall be obtained and maintained and shall be made available for public inspection as needed:
- 1) Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with section 4.01 USE OF OTHER BASE FLOOD DATA.
 - 2) Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections 4.02 FLOODWAYS, 3.02(A)(2) are adhered to.
 - 3) Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
 - 4) Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
 - 5) Maintain all Elevation Certificates (EC) submitted to the City of Condon;
 - 6) Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood

Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section 4.01 USE OF OTHER BASE FLOOD DATA.

- 7) Maintain all floodproofing certificates required under this ordinance;
- 8) Record and maintain all variance actions, including justification for their issuance;
- 9) Obtain and maintain all hydrologic and hydraulic analyses performed as required under section 4.02 FLOODWAYS.
- 10) Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section 3.02(D).
- 11) Maintain for public inspection all records pertaining to the provisions of this ordinance.

C) REQUIREMENT TO NOTIFY OTHER ENTITIES AND SUBMIT NEW TECHNICAL DATA

- 1) COMMUNITY BOUNDARY ALTERATIONS. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
- 2) WATERCOURSE ALTERATIONS. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:
 - a. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
 - b. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.
 - c. The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section 3.02(C)(3). Ensure compliance with all applicable requirements in sections 3.02(C)(3) and 4.01 ALTERATION OF WATERCOURSES.
- 3) REQUIREMENT TO SUBMIT NEW TECHNICAL DATA. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community

may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- a. Proposed floodway encroachments that increase the base flood elevation; and
- b. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall Notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR.

The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

- D) **SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS.** Conduct Substantial Improvement (SI) (as defined in section 5) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section 3.02 INFORMATION TO BE OBTAINED AND MAINTAINED. Conduct Substantial Damage (SD) (as defined in section 5) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section 2.02) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- E) **INTERPRETATION OF FIRM BOUNDARIES.** Make interpretations where needed, as to exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of section 60.6 of the Rules and Regulations of the National Flood Insurance Program (44 CFR 59-76).

3.03 ESTABLISHMENT OF DEVELOPMENT PERMIT

- A) **FLOODPLAIN DEVELOPMENT PERMIT REQUIRED.** A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section 2.02. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section 5.0, including fill and other development activities.
- B) **APPLICATION FOR DEVELOPMENT PERMIT.** Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be

limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- 1) In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section 4.02 INFORMATION TO BE OBTAINED AND MAINTAINED.
- 2) Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
- 3) Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section 4.02(C)(3) NONRESIDENTIAL CONSTRUCTION.
- 4) Description of the extent to which any watercourse will be altered or relocated.
- 5) Base Flood Elevation data for subdivision proposals or other development when required per sections 3.02 PERMIT REVIEW and 4.01(E).
- 6) Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
- 7) The amount and location of any fill or excavation activities proposed.

3.04 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

A) CONDITIONS FOR VARIANCES

- 1) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections 3.04(A)(3) and (5), and 3.04(B). As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
- 2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- 3) Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- 4) Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;

- b. A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- 5) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation of historic structures will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- 6) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section 3.04(A) (2) – (6) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- B) VARIANCE NOTIFICATION. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section 3.02 INFORMATION TO BE OBTAINED AND MAINTAINED.

4. PROVISIONS FOR FLOOD HAZARD REDUCTION

4.01 GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

- A) ALTERATION OF WATERCOURSES. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections 3.02 WATERCOURSE ALTERATIONS and 3.02 REQUIREMENT TO SUBMIT NEW TECHNICAL DATA.
- B) ANCHORING.
- 1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - 2) All manufactured dwellings shall be anchored per section 4.02 MANUFACTURED DWELLINGS.
- C) CONSTRUCTION MATERIALS AND METHODS
- 1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

- 2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

D) UTILITIES AND EQUIPMENT

1) WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

- 2) ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT. Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above one (1) foot above the base flood level or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall:

- a. If replaced as part of a substantial improvement shall meet all the requirements of this section.

3) TANKS

- a. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
- b. Above-ground tanks shall be installed at or above one (1) foot above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

E) SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

- 1) All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
- 2) All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - a. Be consistent with the need to minimize flood damage.

- b. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - c. Have adequate drainage provided to reduce exposure to flood hazards.
- 3) **USE OF OTHER BASE FLOOD DATA.** When Base Flood Elevation data has not been provided in accordance with section 2.02 the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section 4.0. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section 4.01 SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available including project- and site-specific engineering studies. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

- 4) **STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES.** In coordination with the State of Oregon Specialty Codes:
- a. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
 - b. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.
- 5) **CRITICAL FACILITIES.** Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters.

4.02 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section 4.01 of this ordinance.

- A) **FLOOD OPENINGS.** All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- 1) Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- 2) Be used solely for parking, storage, or building access;
- 3) Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - a. A minimum of two openings,
 - b. The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - c. The bottom of all openings shall be no higher than one foot above grade.
 - d. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - e. All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B) GARAGES

- 1) Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - a. If located within a floodway the proposed garage must comply with the requirements of this section.
 - b. The floors are at or above grade on not less than one side;
 - c. The garage is used solely for parking, building access, and/or storage;
 - d. The garage is constructed with flood openings in compliance with section 4.02 FLOOD OPENINGS to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - e. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - f. The garage is constructed in compliance with the standards in section 4.01 GENERAL STANDARDS; and
 - g. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

- 2) Detached garages must be constructed in compliance with the standards for appurtenant structures in section 4.02 APPURTENANT (ACCESSORY) STRUCTURES or non-residential structures in section 4.02 depending on the square footage of the garage.
- C) FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS. In addition to the general standards listed in section 4.01 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.
- 1) BEFORE REGULATORY FLOODWAY. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
 - 2) RESIDENTIAL CONSTRUCTION.
 - a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at or above one (1) foot above the Base Flood Elevation (BFE).
 - b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in section 4.02.
 - 3) NON-RESIDENTIAL CONSTRUCTION
 - a. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 1. Have the lowest floor, including basement elevated at or above one (1) foot or above the Base Flood Elevation (BFE); Or, together with attendant utility and sanitary facilities,
 2. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
 3. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 4. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section 3.02 INFORMATION TO BE OBTAINED AND MAINTAINED.
 - b. Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section 4.02 FLOOD OPENINGS.

- c. Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).
- 4) MANUFACTURED DWELLINGS
- a. New or substantially improved manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with section 4.02 FLOOD OPENINGS;
 - b. The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;
 - c. New or substantially improved manufactured dwellings shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
 - d. Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).
- 5) RECREATIONAL VEHICLES. Recreational vehicles placed on sites are required to:
- a. Be on the site for fewer than 180 consecutive days, and
 - b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - c. Meet the requirements of section 4.02 MANUFACTURED DWELLINGS, including the anchoring and elevation requirements for manufactured dwellings.
- 6) APPURTENANT (ACCESSORY) STRUCTURES. Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:
- a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in section 4.02 FLOODWAYS.
 - b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
 - c. In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.

- d. The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section 4.02 FLOOD OPENINGS;
- g. Appurtenant structures shall be located and constructed to have low damage potential;
- h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section 4.01 TANKS.
- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

7) BELOW-GRADE CRAWL SPACES

- a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required flood openings stated in 4.02(A). Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than five (5) feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.
- b. The crawlspace is an enclosed area below the Base Flood Elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one (1) foot above the lowest adjacent exterior grade.
- c. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
- d. Any building utility systems within the crawlspace must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
- e. The interior grade of a crawlspace below the BFE must not be more than two (2) feet below the lowest adjacent exterior grade.

- f. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed four (4) feet at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.
 - g. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.
 - h. The velocity of floodwaters at the site shall not exceed five (5) feet per second for any crawlspace. For velocities in excess of five (5) feet per second, other foundation types should be used.
- D) FLOODWAYS. Located within the special flood hazard areas established in section 2.02 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:
- 1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 - a. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; Or,
 - b. If an encroachment proposal resulting in an increase in Base Flood Elevation meets the following criteria:
 - 1. Is for the purpose of fish enhancement,
 - 2. Does not involve the placement of any structures (as defined in section 5.0) within the floodway,
 - 3. Has a feasibility analysis completed documenting that fish enhancement will be achieved through the proposed project,
 - 4. Has a maintenance plan in place to ensure that the stream carrying capacity is not impacted by the fish enhancement project,
 - 5. Has approval by the National Marine Fisheries Service, the State of Oregon Department of Fish and Wildlife, or the equivalent federal or state agency, and
 - 6. Has evidence to support that no existing structures will be negatively impacted by the proposed activity;

- 2) A Conditional Letter of Map Revision (CLOMR) may be required prior to approval of a floodplain permit for development that encroaches within the floodway and results in an increase in BFE. The CLOMR must be applied for and approved by the Federal Insurance Administrator, and the requirements established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.
 - 3) All new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of this section.
- E) **STANDARDS FOR SHALLOW FLOODING AREAS.** Shallow flooding areas appear on FIRMs as AO zones with depth designations or as AH zones with Base Flood Elevations. For AO zones the base flood depths range from one (1) to three (3) feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow.

For both AO and AH zones, adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.

- 1) **STANDARDS FOR AH ZONES.** Development within AH Zones must comply with the standards in sections 4.01, 4.02 and 4.02(E)(1).
- 2) **STANDARDS FOR AO ZONES.** In AO zones, the following provisions apply in addition to the requirements in sections 4.01 and 4.02(E)(1):
 - a. New construction and substantial improvement of residential structures and manufactured dwellings within AO zones shall have the lowest floor, including basement, elevated above the highest grade adjacent to the building, at minimum to or above one (1) foot above the depth number specified on the Flood Insurance Rate Maps (FIRM) – (at least two (2) feet if no depth number is specified). For manufactured dwellings the lowest floor is considered to be the bottom of the longitudinal chassis frame beam.
 - b. New construction and substantial improvements of non-residential structures within AO zones shall either:
 1. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, to or above one foot (1) above the depth number specified on the Flood Insurance Rate Maps (FIRMS) – (at least two (2) feet if no depth number is specified); or
 2. Together with attendant utility and sanitary facilities, be completely floodproofed to or above one foot (1) above the depth number specified on the FIRM or a minimum of two (2) feet above the highest adjacent grade if no depth number is specified, so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in section 4.02 NONRESIDENTIAL CONSTRUCTION.

- c. Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:
 - 1. Be on the site for fewer than 180 consecutive days, and
 - 2. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - 3. Meet the elevation requirements of section 4.02 STANDARDS FOR AH ZONES, and the anchoring and other requirements for manufactured dwellings of section 4.02 MANUFACTURED DWELLINGS.
- d. In AO zones, new and substantially improved appurtenant structures must comply with the standards in section 4.02 APPURTENANT (ACCESSORY) STRUCTURES.
- e. In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in section 4.02 FLOOD OPENINGS.

5. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.

- A) **Appeal:** A request for a review of the interpretation of any provision of this ordinance or a request for a variance.
- B) **Area of shallow flooding:** A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- C) **Area of special flood hazard:** The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR. "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard".
- D) **Base flood:** The flood having a one percent chance of being equaled or exceeded in any given year.
- E) **Base flood elevation (BFE):** The elevation to which floodwater is anticipated to rise during the base flood.
- F) **Basement:** Any area of the building having its floor subgrade (below ground level) on all sides.
- G) **Below-grade crawl space:** Means an enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed four (4) feet at any point.

- H) **Building:** See "Structure".
- I) **Critical facility:** Means a facility for which even a slight change of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.
- J) **Development:** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- K) **Elevated building:** Means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.
- L) **Flood or Flooding:**
- 1) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
 - c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
 - 2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.
- M) **Flood elevation study:** An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.
- N) **Flood Insurance Rate Map (FIRM):** The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- O) **Flood Insurance Study (FIS):** See "Flood elevation study".
- P) **Flood proofing:** Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.
- Q) **Floodplain or flood prone area:** Any land area susceptible to being inundated by water from any source. See "Flood or flooding".

- R) **Floodplain administrator:** The community official designated by title to administer and enforce the flood plain management regulations.
- S) **Floodplain management:** The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.
- T) **Floodplain management regulations:** Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
- U) **Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."
- V) **Functionally dependent use:** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.
- W) **Hazardous material:** The Oregon Department of Environmental Quality defines hazardous materials to include any of the following:
- 1) Hazardous waste as defined in ORS 466.005;
 - 2) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005;
 - 3) Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and 433.010 to 433.045 and 433.106 to 433.990;
 - 4) Hazardous substances designated by the United States Environmental Protection Agency (EPA) under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;
 - 5) Substances listed by the United States EPA in section 40 of the Code of Federal Regulations, Part 302 – Table 302.4 (list of Hazardous Substances and Reportable Quantities) and amendments;
 - 6) Material regulated as a Chemical Agent under ORS 465.550;
 - 7) Material used as a weapon of mass destruction, or biological weapon;
 - 8) Pesticide residue;
 - 9) Dry cleaning solvent as defined by ORS 465.200(9).
- X) **Highest adjacent grade:** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- Y) **Historic structure:** Any structure that is:
- 1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

- 2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
 - 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.
- Z) **Letter of Map Change (LOMC):** Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:
- 1) **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA's comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
 - 2) **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
 - 3) **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA's comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
 - 4) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
 - 5) **Letter of Map Revision (LOMR):** A LOMR is FEMA's modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
 - 6) **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA's modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
 - 7) **PMR:** A PMR is FEMA's physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally

based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

- AA) **Lowest floor:** The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.
- BB) **Manufactured dwelling:** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home".
- CC) **Manufactured dwelling park or subdivision:** A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.
- DD) **Mean sea level:** For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.
- EE) **New construction:** For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the City of Condon and includes any subsequent improvements to such structures.
- FF) **Recreational vehicle:** A vehicle which is:
- 1) Built on a single chassis;
 - 2) 400 square feet or less when measured at the largest horizontal projection;
 - 3) Designed to be self-propelled or permanently towable by a light duty truck; and
 - 4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- GG) **Regulatory floodway:** See "Floodway".
- HH) **Sheet flow area:** See "Area of shallow flooding".
- II) **Special flood hazard area:** See "Area of special flood hazard".
- JJ) **Start of construction:** Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of

the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

- KK) **Structure:** For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.
- LL) **Substantial damage:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- MM) **Substantial improvement:** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- 1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - 2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- NN) **Variance:** A grant of relief by the City of Condon from the terms of a floodplain management regulation.
- OO) **Violation:** The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.
- PP) **Water dependent:** Means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of intrinsic nature of its operations.
- QQ) **Water surface elevation:** The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.



Oregon

Tina Kotek, Governor

Department of Environmental Quality

Eastern Region The Dalles Office

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TTY 711

May 23, 2025

Kathryn Greiner, City Administrator
City of Condon
PO Box 445
Condon, OR 97823

RE: Compliance Inspection Report
Condon Transfer Station
Solid Waste Disposal Permit No. 415
Gilliam County

Dear Ms. Greiner:

On May 21, 2025 I completed a compliance inspection at the Condon Transfer Station. The purpose of the inspection was to determine the extent of compliance with the conditions in your Solid Waste Disposal Site Permit No. 415.

Based on the results of my inspections, your transfer station was determined to be operating in compliance with permit requirements.

If you have any questions or comments, please contact me at 541-213-0391 or by email at: eric.boone@deq.oregon.gov.

Sincerely,

Eric Boone

Eric Boone
Natural Resource Specialist
Materials Management Program
Eastern Region – The Dalles office

cc: Ron Doughten, Manager, Materials Management – Eastern Region
Sharon Stephens, DEQ, The Dalles

Enc.: Compliance Inspection Forms

Oregon DEQ Eastern Region Solid Waste Inspection Form

Page 1 of 7

FACILITY: Condon Transfer Station	PERMIT NO: 415	 State of Oregon Department of Environmental Quality
INSPECTOR NAME: Eric Boone	INSPECTION DATE: May 21, 2025	
COUNTY: Gilliam	TIME SPENT: 30 min	

Inspection Basis:

- | | | |
|---|--|--|
| ☒ Compliance Inspection | ☐ Plan Review/Report Review | ☐ Citizen Complaint |
| ☐ Comprehensive Inspection | ☐ Permit Condition | ☐ Field Siting |
| ☐ Compliance Audit | ☐ Enforcement Follow-Up | ☐ Other (specify) |

Facility Type:

- | | | |
|---|--|--|
| ☐ Open MSW Landfill | ☐ Open Construction/Demo LF | ☐ SWLA Facility |
| ☐ Closed MSW Landfill | ☐ Closed Construction/Demo LF | ☐ Tire Storage Facility |
| ☐ Open Industrial Landfill | ☒ Transfer Station | ☐ Tire Carrier |
| ☐ Closed Industrial Landfill | ☐ Material Recovery Facility | ☐ Private Business (no permit) |
| ☐ Open Woodwaste Landfill | ☐ Septage Lagoon | ☐ Private Residence (no permit) |
| ☐ Closed Woodwaste Landfill | ☐ Other (specify) | |

Inspection Summary:

I conducted an announced compliance inspection of the Condon Transfer Station on May 21, 2025. The facility is open Wednesday and Saturday. The facility was closed during my inspection, and Gibb Wilking accompanied me.

Facility accepts municipal solid waste, scrap metal/appliances, yard debris/clean wood, paint, and CEDs. The site attendant routinely checks and removes prohibited items from the yard debris pile. The site was clear of litter and no odors were detected. MSW is hauled to the Columbia Ridge landfill. Chem Waste (Waste Management) picks up the paint. The last burn was in October, and the Gibb will notify DEQ before the next burn.

I visited the recycling depot in the City of Condon that accepts source-separated recyclables. The depot was in good condition.

Arrival: 9:30 AM Departure: 10:00 AM

Weather: approx. 50° F, sunny

Photos of this inspection are attached at the end of the report.

Oregon DEQ Eastern Region Solid Waste Inspection Form

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Permit Requirements Checklist for Transfer Stations – (Yes answers indicate compliance)

1) Changes In Ownership - Has the permittee reported to the Department any changes in either ownership of the TS property or of the name and address of the permittee or operator within ten (10) days of the change?

☒ Yes ☐ No Notes: **No change in ownership since last inspection.**

2) Wastes Authorized for Receipt - Is only solid waste being accepted at the TS for disposal?

☒ Yes ☐ No Notes:

3) Salvaging and Recycling - Are they being conducted in a controlled and orderly manner?

☒ Yes ☐ No Notes:

4) Hazardous Wastes - Are NO hazardous wastes, liquid wastes, lead-acid batteries, source separated recyclable materials, asbestos, infectious wastes, or explosives being accepted for disposal at the TS? Except as authorized in the permit?

☒ Yes ☐ No Notes:

5) Open Burning - Is NO open burning being conducted at the TS, except as authorized in the permit?

☒ Yes ☐ No Notes: **Open burning is authorized per the DEQ approved Operations Plan and is conducted during winter. Last burn was in October 2024.**

6) Prohibited Materials - Are there NO prohibited materials in the authorized open burn pile (only materials allowed in authorized open burn piles are unpainted dimensional lumber and tree/shrub debris)?

☒ Yes ☐ No Notes:

7) Operations Plan - Is the TS being operated in accordance with the approved Operations Plan?

☒ Yes ☐ No Notes:

8) Permit - Is a copy of the permit displayed where it can readily be referred to by operating personnel?

☒ Yes ☐ No Notes:

9) Solid Waste Containers - Are all solid waste containers being kept cleaned as necessary to maintain a sanitary operating environment and to prevent malodors, unsightliness, and attraction of insects?

☒ Yes ☐ No Notes: **All containers observed were in good condition.**

10) Litter - Are the TS site and adjacent lands being maintained virtually free of litter at all times?

☒ Yes ☐ No Notes: **No litter was observed**

11) Air Quality and Noise - Are dust, malodors and noise being controlled?

☒ Yes ☐ No Notes: **Noise and odors were minimal.**

12) Drainage - Is surface water drainage being diverted around or away from the waste handling and storage area and are surface water diversion ditches or structures in a serviceable condition and free of obstructions?

☒ Yes ☐ No Notes:

13) Waste Removal - Is the permittee removing waste from the TS as often as needed/required to prevent nuisances?

☒ Yes ☐ No Notes:

Oregon DEQ Eastern Region Solid Waste Inspection Form

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14) Unloading Areas - Are the areas for unloading of solid waste clearly defined by signs, fences, or barriers?

☒ Yes ☐ No Notes: Signs indicate unloading areas.

15) Access Control - Is public access to the TS being controlled to prevent unauthorized entry and dumping?

☒ Yes ☐ No Notes: The facility is fenced and the entrance gate is locked when the facility is closed.

16) Fire Protection - Is adequate on-site fire control protection being provided? Have arrangements been made with the local fire control agency to immediately acquire their services when needed?

☒ Yes ☐ No Notes: _____

17) Roads - Is the access road/s providing reasonable all-weather access for vehicles using the site?

☒ Yes ☐ No Notes: _____

18) Entrance Sign - Is there a sign at the TS that contains: name of facility, emergency phone number, days and hours of operation, authorized and prohibited wastes, solid waste permit number and operator's address?

☒ Yes ☐ No Notes: Facility has an entrance sign that meets the requirements.

19) Recyclable Materials - Is the permittee providing a place for receiving the recyclable materials listed in the permit ---- either at the TS or at a more convenient location to the population served by the TS?

☒ Yes ☐ No Notes: Scrap metal collected at TS, there is a recycling depot in Condon.

20) Recycling Information - Is the permittee providing recycling information to disposal site users on printed handbills which includes the following information: the location of the recycling center at the disposal site or another location; the hours of operation of the recycling center; instructions for correct preparation of accepted source separated recyclable material; the materials accepted for recycling; and, the reasons why people should recycle?

☒ Yes ☐ No Notes: The recycling depot has current recycling information.

21) Recycling Sign - Is there a recycling sign, prominently displayed at the TS, which indicates: the availability of recycling at the TS site or another location; the materials accepted at the recycling center; and the hours of operation of the recycling center (if different than TS site hours)? (Note: The sign must indicate the recycling center location, if not at the TS site.)

☒ Yes ☐ No Notes: _____

22) Recyclables Storage - Are all recyclable materials, except car bodies, white goods and other bulky items being stored in containers at the TS?

☒ Yes ☐ No Notes: _____

Violation Type:

- | | |
|---|--|
| ☐ General Permit Violation | ☐ Customer-Generated Waste Violation |
| ☐ Construction Violation | ☐ Health and Safety Violation |
| ☐ Landfill Operation Violation | ☐ Security and Access Violation |
| ☐ Transfer Station Operation Violation | ☐ Emergency Management Violation |
| ☐ Material Recovery Facility Operation Violation | ☐ Financial Assurance Violation |
| ☐ Compost Facility Violation | ☐ Closure/Post-Closure Violation |
| ☐ Leachate Management Violation | ☐ Illegal Disposal Site Violation (no permit) |
| ☐ Landfill Gas Management Violation | ☐ Nuisance Ordinance Violation |
| ☐ Groundwater Monitoring Violation | ☐ Waste Tire Violation |
| ☐ Air Monitoring and Emissions Violation | ☐ Tire Storage Permit Violations |
| ☐ Recycling Violation | ☐ Other (specify) |

Cause of Violation:

- | | | |
|---------------------------------|-------------------------------------|-------------------------------------|
| ☐ Design | ☐ Operations | ☐ Monitoring |
| ☐ Plans | ☐ Training | ☐ Reporting |

Violation Source:

- | |
|--|
| ☐ Federal Rule: |
| ☐ State Rule: |
| ☐ Permit Requirement: |
| ☐ DEQ Letter Requirement: |

Violation Comments:

--

Enforcement Type:

- | | | |
|-------------------------------|---|---|
| ☐ None | ☐ NON, No Enforcement Referral | ☐ NON, With Enforcement Referral |
|-------------------------------|---|---|

Corrective Actions:

Due date:
--

Facility Representative Signature

Date

DEQ Representative Signature

Date



MSW Container/Drop off area



Waste Tires (dalles disposal)



Entrance/Sign



CED Storage



Scrap Metal



Yard Debris



Recycling Depot in Condon